# The Solicitors' Journal.

LONDON, NOVEMBER 24, 1883.


## CURRENT TOPICS.

VICE-CHANCELLOR BACON will sit for Chancery business on Monday next, instead of in the Court of Bankruptcy.

ON MONDAY, the 3rd of December, and following days, the judges of the Court of Appeal will sit with assessors, to hear Admiralty appeals.

REFERRING TO OUR REMARKS last week as to the production in court of affidavits of service, we understand that definite instructions have been given by the judges of the Court of Appeal to the chancery registrars that, until the court has, after consideration, laid down a new rule on the subject, the old chancery practice of producing an office copy of the affidavit before the rising of the court is to be observed.

IN THE COURSE of a case of *Manning* v. *Adams*, heard before a divisional court of the Queen's Bench Division, composed of Lord COLERIDGE, C.J., and MATHEW, J., on Thursday last, the court intimated that they desired it to be distinctly understood that, in future cases, where the production of judge's notes was required, and such notes were not produced, the court would order the party whose duty it was to procure the notes to pay the costs of the day, and the cause would be sent to the bottom of the list.

ONE OF THE HEAVIEST CASES ever brought in the Chancery Division is that of *The London Financial Association (Limited)* v. *Kelk*, now being tried before Vice-Chancellor BACON. There are at least fifteen Queen's Counsel engaged in the case, and the learned leader for the plaintiff has already occupied three whole days in opening his case. As the learned Vice-Chancellor can only continue the hearing on three, or, at most, four, days a week, there is a prospect of the case lasting until close upon the Christmas Vacation.

WE HAVE ALWAYS REGARDED the *dictum* of the Wise Man, that in a multitude of counsellors there is wisdom, with some degree of respectful hesitation; at all events, it seems that in a multitude of counsellors there is not always accuracy. The midnight oil of many learned persons has not availed to save the new Rules of Court from some singular inaccuracies. In Schedule C., section 2, Form No. 12, there is a form of statement of claim for the specific performance of a contract for the sale of land, supposed to be brought by the vendor against the purchaser, in which the plaintiff is made to claim that the defendant (*i.e.*, the purchaser) may be ordered to execute "a proper conveyance of the premises to the plaintiff"—*i.e.*, to the vendor himself. We suppose that our readers will venture to depart from this form, even at the risk of being "deemed prolix."

THE YORK ELECTION is noteworthy as being the first election which has occurred since the Corrupt Practices Act of last session came into operation. The constituency numbers 11,108, and the maximum sum allowed under the Act to be expended by a single candidate, is £650. This sum is, however, exclusive of the returning officer's charges, and the personal expenses of the candidate, not exceeding £100. The candidate is now relieved from all costs of conveyance of voters to the poll, the payment of which is an illegal practice, but out of the £650 every expense connected with public meetings, printing, advertising, hire of committee rooms, the election agent's fee, and the salaries of polling agents, clerks, and messengers will have to be paid. It will be interesting to learn whether this sum has been found adequate. We believe that in counties the impression gains ground that the maximum sums allowed will be found quite insufficient to provide the necessary machinery for the efficient conduct of an election.

SOME DISAPPOINTMENT seems to have been felt in West Somersetshire that, although Mr. BISSET has accepted the Chiltern Hundreds, no election can be held until after the meeting of Parliament. The matter stands thus. Up to the reign of George III. no writ for the election of a new member of Parliament could be issued without the order of the House of Commons. In 1784, by the statute 24 Geo. 3, c. 26 (which repealed two previous statutes of the same reign, *in pari materiâ*) the Speaker was authorized to issue his warrant during a recess for making out writs for electing members in the room of those who have died or have become peers. This Act was in 1858 extended, by 21 & 22 Vict. c. 110, so as to enable the Speaker to issue a warrant during a recess for making out a new writ for electing a member in the room of any member who had accepted any office under the Crown, whereby his seat was vacated. But this Act expressly provides that it shall not apply to a vacancy caused by the acceptance by any member of the Chiltern Hundreds. The result, therefore, of a premature acceptance of the Chiltern Hundreds by a member of Parliament during a recess is simply to vacate his seat, and to leave the constituency *minus* a member until Parliament meets, and a writ can be moved for and obtained.

THE CURIOUS CASE of *Duck* v. *Bates*, decided in favour of the defendant, will considerably lighten the hearts of the many persons who rejoice in the giving of private theatricals. The facts were very simple. The play called "Our Boys" had been represented by the defendant in the governor's room at Guy's Hospital "for the purpose of amusing the nurses and patients, the performances being by amateurs, and the persons admitted being either the nurses and other inmates or their relations and friends, admitted by means of tickets freely issued, without any payment." The plaintiff, being assignee of the copyright of the play, sued for penalties under the Dramatic Copyright Act (3 & 4 Will. 4, c. 15), ss. 1 and 2. By section 1, "the author of any . . . play, . . . or the assignee of such author, shall have as his own property the sole liberty of representing, or causing to be represented, at any place or places of dramatic entertainment whatsoever," any such play; and by section 2, if any person during the continuance of such sole liberty, contrary to the intent of this Act, represent without the consent of the author or other proprietor, in writing, any such play at any place of dramatic entertainment, "every such offender shall be liable for each and every such representation to the payment of forty shillings, or to the payment of the full amount of the benefit or advantage arising from such representation, or the injury or loss sustained by the plaintiff therefrom, whichever shall be the greater sum." The county court judge, relying upon certain alleged *dicta* of BRETT, M.R., in a case of *Wall* v. *Taylor* (32 W. R. 712), gave judgment for the plaintiff, but the Queen's Bench Division (Lord COLERIDGE, C.J., and STEPHEN, J.), after conferring with BRETT, M.R., reversed this judgment, though, looking to the importance of the case to the owners of dramatic copyright, the

court gave (and, indeed, offered) leave to appeal. The sole point appears to be what is the meaning of the words "place of dramatic entertainment." It is plain that they cannot be restricted to licensed and recognized places, for otherwise "an offender" might commit the double offence of piracy and performing without licence at the same time. On the other hand, we cannot think that any place wherein a play is acted becomes a place of dramatic entertainment within the meaning of the Act, and the view which the court has taken will, we think, commend itself to most minds. The distinction between performances for money and gratuitous performances is so well marked that we think that, if gratuitous performances had been intended to be included in the Act, more explicit words would have been used. As it is, the Legislature has placed some limit by the words "contrary to the intent of this Act"—upon which qualification we cannot help thinking that the judgment in *Duck* v. *Bates* will be confirmed by the Court of Appeal, to which court, as well as to the House of Lords, we presume the case will be taken.

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Mr. Baron Huddleston, at the recent Winchester Assizes, ruled that when counsel for the prisoner has addressed the jury previously to calling evidence for the defence, he must restrict any comments he may have to make in summing up to the fresh evidence so disclosed. This is in direct conflict with a previous ruling of the late Lord Chief Justice. The right of a prisoner (by himself or his counsel) to sum up his evidence at the close of the examination of his witnesses, was first given by 28 Vict. c. 18, s. 2, which enacts that "upon every trial for felony or misdemeanor, whether the prisoners or defendants, or any of them, shall be defended by counsel or not, each and every such prisoner or defendant, or his or their counsel respectively, shall be allowed, if he or they shall think fit, to open his or their case or cases respectively; and after the conclusion of such opening, or of all such openings, if more than one, such prisoner or prisoners, or defendant or defendants, or their counsel, shall be entitled to examine such witnesses as he or they may think fit, and when all the evidence is concluded, to sum up the evidence respectively; and the right of reply, and practice and course of proceedings, save as hereby altered, shall be as at present." The question of the extent of the privilege hereby accorded to prisoners came up in the case of *Reg.* v. *Wainwright* (13 C. C. C. 171), and Mr. Besley, in summing up the evidence on behalf of Henry Wainwright, said, "I am not going to address you upon many topics included in my former speech. When the Legislature gave to counsel the right of summing up, the object was that when evidence for the defence had been put before the jury it might be in the power, if it were desirable, of the prisoner's counsel to offer some remarks upon it, and in the opinion of many judges it was not intended that counsel should be entitled to refer to all the other facts of the case, in addition to those to which the witnesses for the defence had spoken." The late Lord Chief Justice thereupon interposed, and said, "I hope that the remarks about to be made on behalf of Henry Wainwright will not be restricted to the evidence of the witnesses for the defence. I have always been of opinion that when the Legislature gave the right of summing up to prisoner's counsel, it was intended that counsel should sum up upon the whole case, and in my own practice I have done so. If anything, therefore, occurs to counsel for the defence which it may be desirable to say on the whole case, he may consider himself under no restraint." This ruling of the late Lord Chief Justice in 1875 has been accepted from that time down to the present, and his interpretation of 28 Vict. c. 18, has been duly incorporated in Archbold's Criminal Pleadings (19th ed., p. 173) and generally acted upon. In the case at Winchester, above referred to (*Reg.* v. *Plumb*) counsel for the prisoner, after calling witnesses for the defence, was proceeding to offer some remarks upon the case generally, when Mr. Baron Huddleston interposed, and said, that "counsel was restricted at that period of the case to commenting upon the evidence called on behalf of the prisoner." The attention of the learned judge was thereupon called to the ruling of the late Lord Chief Justice in *Reg.* v. *Wainwright*, but he refused to follow, or to consider himself bound by, such ruling. It is hardly necessary to say that uniformity of practice on so important a point is eminently desirable. If the ruling of the late Lord Chief Justice is to be set aside, it should be by general consent on the part of the judges, and this should be so stated. Until this is done, it would seem better that the ruling in *Reg.* v. *Wainwright* should continue to be accepted, even at the cost of the exercise of a little patience on the part of judge and jury.

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The precise point decided by the Queen's Bench Division in the recent case of *Reg.* v. *Mayor and Corporation of Bideford* is of little consequence. The application was to quash upon *certiorari* two orders of the town council for the payment of two sums of £8 16s. each, "for the expense of dinners supplied by the corporation as lords of a manor they had acquired, for the entertainment of the homage of a manor summoned in 1880 and 1881." The orders were quashed, Lord Coleridge observing that "the purposes to which the borough fund might be applied were very carefully specified in the Municipal Corporations Act, and the courts had used very strong language as to its being a trust fund, the application of which was strictly defined by law." But though the question whether the expense of dinners may be charged upon the borough fund is but an unimportant one, it is of great consequence to direct attention to the point that the High Court appears inclined to restrict the application of the borough fund to certain specified objects; and such, no doubt, is the general tendency of the decisions The question, however, must, we think, be raised sooner or later, whether or not the High Court has a discretion to allow payments directed to other than the specified objects, and whether the construction of the Municipal Corporations Act is not this—that if money is paid for other than the specified objects, the payment is *primâ facie* illegal, but is subject to a kind of *ex post facto* authorization by the court in case the payment should appear to beboth *bonâ fide* and, under the circumstances, reasonable. The Bideford case was decided upon the old law, as contained in section 92 of the Municipal Corporations Act, 1835, and 7 Will. 4 & 1 Vict. c. 78, s. 44. The sections are re-enacted, with no apparent alteration, by sections 140, 141, of the Municipal Corporations Act, 1882, but the phraseology and context are sufficiently different to make it just questionable whether an alteration may not have been intended. By section 140 the borough fund is applicable to the several payments specified in the 5th schedule to the Act, and it is added that "no other payment shall be made out of the borough fund, except in pursuance of certain orders," of which "an order of the council" is one. By section 141 it is enacted that "any order of the council for payment of money out of the borough fund may be removed into the High Court by *certiorari*, and may be wholly or partly disallowed or *confirmed* on motion and hearing, with or without costs, according to the *discretion and judgment* of the court." Now, in *Reg.* v. *Prest* (L. R. 10 Q. B. 33), and in *Reg.* v. *Mayor of Norwich* (30 W. R. 752), the court took a liberal view of 1 Will. 4 & 1 Vict. c. 78, and confirmed payments which were technically irregular, but were *bonâ fide* and *intra vires*. Is it not at least arguable that the discretion is much wider, and extends to the authorization of payments, not expressly authorized by the statute, but *bonâ fide* made, and made for a reasonable purpose?

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At the Royal Courts of Justice on the 16th inst., during the hearing of a case before Mr. Justice Lopes and a special jury, the qualities of two samples of coffee being disputed, the judge suggested that the best way to decide the point would be to have some of each sort made, and let the jury taste them. The refreshment contractors, Messrs. Bertram & Roberts, made arrangements in one of the consultation rooms of the courts, and at luncheon time the jury were regaled with cups of hot coffee prepared from both samples. The learned judge likewise partook of the coffee, which was sent to him in his private room.

Several appointments of official receivers under the new Bankruptcy Act have been announced this week. The *Warrington Guardian* announces the appointment of Mr. Ridgway, solicitor, as receiver for the Warrington district under the Bankruptcy Act. The appointmefft is expresaly subject to the approval of the local Chamber of Commerce. It is understood that Mr. Frederick Gittens, accountant, of Liverpool, has been appointed the official receiver in bankruptcy for Liverpool, subject to the formal approval of the principal commercial associations of the city. The salary is £1,200 per annum. Mr. W. J. Clegg, head of the firm of Clegg & Sons, solicitors, Sheffield, has been appointed official receiver under the new Bankruptcy Act for the Sheffield district, and Mr. Alderman Thomas Edelston, of the firm of Edelston & Son, solicitors, Preston, has been appointed official receiver of the Preston and Blackburn and Burnley districts.

## GIFTS TO HUSBAND AND WIFE TOGETHER WITH OTHER PERSONS.

We have on previous occasions adverted to the likelihood that, in a judicial system of such immense antiquity and complexity as our own, modern legislation will often be found stumbling against some principle or rule of construction which happened not to be known to, or to be overlooked by, the perhaps too eager legislators, being kept out of sight either by its antiquity, or else by the mere crowd of other matters by which it is surrounded. The new Married Women's Property Act is far from being the most dexterous specimen of legislation to be found in the pages of the Statute Book, and there is much antecedent probability that its authors and promoters may live to feel some surprise at some of the results of their labours. The most important among their undesigned contributions to the law which has hitherto been brought to light, is that which is the subject of the present article.

Before the passing of that Act, we suppose that the doctrine would universally have been assented to, that, a gift having been made by will to several persons jointly, two of whom were a husband and wife, these latter would, in the absence of any indication of a "contrary intention" contained in the will, have taken between them only a single share. We shall presently make some further remarks both upon this rule of construction and also upon the reasons for it. Our readers should not fail to observe that if the decision of Mr. Justice Chitty in *In re March, Mander* v. *Harris* (31 W. R. 885, L. R. 24 Ch. D. 222), is to be followed, the above-stated presumption, or rule of construction, will for the future be completely reversed.

The material facts of the case were as follows:—In 1880 a testatrix, who made her own will, thereby gave the residue "unto my residual [*sic*] legatee, Charles James Mander, Esq., and James Harris, Esq., and Eliza Maria, his wife, to and for their own use and benefit absolutely." After the death of the testatrix, which occurred in 1883, Mr. Mander brought this action claiming a declaration that upon the true construction of the will the residue was divisible into moieties, to one of which he was entitled. The defendants, Mr. and Mrs. Harris, demurred to the statement of claim, and contended that, having regard to the terms of the will and the provisions of the Married Women's Property Act, the residue was divisible into equal thirds. Mr. Justice Chitty held that this last contention was correct, and allowed the defendants' demurrer.

The previous authorities upon this question show a good deal of confusion, both as regards the reasons upon which it was supposed to rest, and also as regards its precise import. Indeed, the possible complexity of the question, which admits of being split up into a good many sub-divisions, suggested by special circumstances, has never been adequately recognized. If Mr. Justice Chitty's decision should be upheld, we think that it will substitute for the old rule a much less flexible rule of construction; and, since the practice of the courts in treating the construction of wills has for a long time tended to establish a general vagueness and flabbiness, which greatly promote doubt and litigation, we should think such a change in itself likely to be beneficial to the public. Whether the reasons alleged in its favour are satisfactory is another question.

It seems to have been taken for granted on all hands that, apart from the Married Women's Property Act, the residue would have been divisible into moieties, and that the husband and wife would have taken only one moiety between them. Mr. Justice Chitty said that "the reason of the rule is stated in Coke upon Littleton as follows:—'The cause is, for that the husband and wife are but one person in law, and are in like case as if an estate be made to two joint tenants, where the one hath, by force of the jointure, the one moiety in law, and the other, the other moiety.'" The learned judge then examined at some length the changes which the Married Women's Property Act seems to make in the legal *status* of women, and, coming to the conclusion that a man and his wife are no longer one but two, he inferred that a new rule of construction in such cases as the present one must be adopted in future.

We think that, in this reasoning, more weight has been given to the reason supposed to be extracted from Coke upon Littleton than it can reasonably claim. The passage cited is not in fact out of Coke upon Littleton at all, but out of Littleton himself (section 291), and, since he is there referring in a very special manner to the nature of the estate of joint tenants of land, the passage is of uncertain application to the interests of persons who do not take as joint tenants, and who take something which is not land. And it is well worthy of remark that Lord Coke (p. 187b.) instances a different case, in which he says that "each of them"—that is, three persons, including a husband and wife—"hath a *third part in respect of the severaltie of their estates*"; from which the inference might very plausibly be derived that, when several persons, including a husband and wife, take equally as tenants in common, the husband and wife take separate shares.

This reasoning would seem, at first sight, to aim at destroying all the old cases in which it has been held that a husband and wife take only as one person, but it is advanced with no such intention. We do not read the old cases as founding their doctrine upon the passage of Littleton, which is of very doubtful application to the purpose, but upon the supposed intention of the testator; and we think that they had recourse to the doctrine of the unity of husband and wife, not as being a rule of law applicable to the question, but only as affording some presumption of the intention of the testator when no other presumption was to be found. The primary importance attached to the testator's intention appears equally in the cases in which the husband and wife have been held to take as two persons, and in those in which they have been held to take as one only. Thus in *Bricker* v. *Whatley* (1 Vern. 233), perhaps the parent of the first class of cases, the decision was arrived at, not by appealing to Littleton or Lord Coke, but by observing the form of the gift, which was to "A., B., *and* C. and D. his wife;" where the position of the first "and" was thought to denote the beginning of the last member of the class. In *Warrington* v. *Warrington* (2 Ha. 54), the husband and wife were held to take separate shares; and in this case it is very remarkable that precisely the same form of gift occurred as in *Bricker* v. *Whatley*, but a distinction was found in the fact that, in *Warrington* v. *Warrington*, the husband and wife were *both of kin to the testator and in the same degree*. This fact both illustrates our previous remark that the cases seem to be grounded upon intention, and also seems to suggest a very possible sub-division of cases, according as all, some, or none of the legatees are strangers or kinsmen. We may remark that, in the last-cited case, the passage of Littleton was appealed to; and that Vice-Chancellor Wigram plainly thought that it had little or nothing to do with the question. In *Marchant* v. *Cragg* (31 Beav. 398), we again find Littleton appealed to, and rejected as inapplicable by Lord Romilly; who decided that the husband and wife took separate shares; the intention being inferred from the fact that there existed subsequent limitations, which would have led to very difficult questions upon the hypothesis that they took jointly. And if we were assured of the unlimited patience of the reader, we might easily extend our list almost "from here to Mesopotamy."

Now let us see what is the application of this reasoning to the present case. The will of the present testatrix was made before the passing of the Married Women's Property Act, and the late Master of the Rolls is supposed to have laid it down in *Hasluck* v. *Pedley* (L. R. 19 Eq. 271), that a testator who knows of an alteration of the law, and does not choose to alter his will, must be taken to mean that his will shall take effect according to the new law, and it would seem that Mr. Justice Chitty alluded with approval, by citing *Hasluck* v. *Pedley*, to this reasoning.

We pointed out, as soon as *Mander* v. *Harris* was reported in the daily newspapers, that the only words in the judgment in *Hasluck* v. *Pedley* which bear upon the question are the following:—"It is said that testators make their wills on the supposition that the state of the law will not be altered; and it is contended that this will ought to be construed as it would have been under the old law. The answer to that is, that a testator who knows of an alteration in the law (as this testator must be presumed to have done), and does not choose to alter his will, must be taken to mean that his will shall take effect according to the new law"; and also that in *Hasluck* v. *Pedley* the question was as to the application of the Apportionment Act, 1870. And we also pointed out that the will with reference to which the question arose, although made before the passing of that Act, *was confirmed by a codicil made after the passing of the Act*. We venture to think that under these circumstances the passage we have

cited is rather slender ground upon which to base the doctrine that a testatrix who has made no subsequent alteration in her will is to be presumed to know and approve of all legislation or decisions affecting the interpretation of her will. Moreover, we pointed out that Lord Selborne's remarks in *Jones* v. *Ogle* (21 W. R. 236, L. R. 8 Ch., at p. 195) seem to be opposed to the doctrine adopted in the recent case. "If it were necessary to decide," he said, "I should have very great difficulty indeed in seeing my way to the conclusion that this Act of Parliament [the Apportionment Act, 1870] either was intended to alter, or has in this case had the effect of altering, the proper construction of words contained in a will made before the Act passed. If a will had been made afterwards, I can quite follow the argument which would say that in such a case a testator makes his will having the Act of Parliament in view, and that the words he uses are not to be construed without regard to the Act of Parliament. But I apprehend the construction of the words of a specific gift will be taken generally according to the meaning of the words at the period when the will was made."

The result of the adoption of the rule supposed to be laid down by the late Master of the Rolls is, that the unfortunate lady whose will was construed in *Mander* v. *Harris* was expected to take notice of a possible change in the law, supposed to have been effected by one of the worst drafted and most obscure Acts in the Statute Book, though various eminent counsel held and expressed very different views upon the question whether any such change (in the legal *status* of married women) had or had not in fact been made. This is a very hard position in which to place a testatrix, and we do not think that there is any real ground of authority either before or in *Hasluck* v. *Pedley* for inferring such an obligation.

We cannot pretend to feel satisfied with the reasons for Mr. Justice Chitty's decision, but we confess we should not be sorry if the decision itself, which tends to substitute a plain rule for an obscure presumption, should be upheld.

## ARTIZANS' DWELLINGS.

It seems probable that an effort will be made in the next session to provide better dwellings for the poorer classes in cities and towns, and (especially in London) to procure the demolition of large numbers of houses alleged to be unfit for human habitation. It is very desirable, therefore, to ascertain what has been already done in this direction by legislation, and in what respect that legislation is deficient. For this purpose we propose shortly to examine the Artizans and Labourers' Dwellings Improvement Acts, 1875 to 1882.

The preamble of the Act of 1875 is very striking, because it shows that the Legislature had precisely in view the curing of the very evils which have recently been brought so conspicuously before the public. This preamble is as follows:—

"Whereas various portions of many cities and boroughs are so built, and the buildings thereon are so densely inhabited, as to be highly injurious to the moral and physical welfare of the inhabitants:

"And whereas there are, in such portions of cities and boroughs as aforesaid, a great number of houses, courts, and alleys, which, by reason of the want of light, air, ventilation, or of proper conveniences, or from other causes, are unfit for human habitation, and fevers and diseases are constantly generated there, causing death and loss of health, not only in the courts and alleys, but also in other parts of such cities and boroughs:

"And whereas it often happens that, owing to the above circumstances, and to the fact that such houses, courts, and alleys are the property of several owners, it is not in the power of any one owner to make such alterations as are necessary for the public health:

"And whereas it is necessary for the public health that many of such houses, courts, and alleys should be pulled down and such portions of the said cities and boroughs should be reconstructed:

And whereas, in connection with the reconstruction of those portions of such cities and boroughs, it is expedient that provision be made for dwellings of the working class who may be displaced in consequence thereof: Be it enacted," &c.

If the body of the Act of 1875 were, to any substantial extent, "up to" this magnificent preamble, it could not be said that the statute law of the subject is very defective.

Now the mode in which the Act operates is shortly as follows:—The local authorities (being in the city of London, the Commissioners of Sewers, in the rest of the metropolis the Metropolitan Board of Works, and in other places the town councils and local boards) frame a "scheme" for the improvement of any unhealthy district under their jurisdiction. This scheme requires confirmation, first, by a Secretary of State, if the faulty district be n the metropolis, or by the Local Government Board if it be situate elsewhere; and, secondly, by special Act of Parliament. The scheme authorizes the taking of lands and the erection of buildings thereon, with compensation to the owners whose lands are taken. Extensive powers are given to levy rates for the purposes of the Act, and also to borrow money. The compensation clauses are of a most elaborate character, being an incorporation, with substantial amendments, of the Lands Clauses Consolidation Act, 1845, and providing in particular that there shall be no additional allowance in respect of compulsory purchase.

But how is the Act put in motion? That is a very important question, and, upon consideration of it, we find that the Act is by no means permissive, but of a most compulsory and stringent character. In the case of one set of persons only—the medical officers of health—is any discretion, properly so called, reposed by the Legislature. It appears to rest entirely with these gentlemen whether the Act shall be put in motion or not. They have the power of making "official representations" to the local authorities of the unhealthiness of the districts, and those authorities (section 3) "*shall* take such representations into consideration, and, if satisfied of the truth thereof, and of the sufficiency of their resources, *shall* pass a resolution to the effect that such area is an unhealthy area, and that an improvement scheme ought to be made in respect of such area, and, after passing such resolution, *shall* forthwith proceed to make a scheme for the improvement of such area." As to the powers of the medical officer of health, it is enacted (section 4) that he *shall* make the official representation whenever he sees cause to make the same; and it is added that "if two or more justices of the peace, acting within the jurisdiction for which he is medical officer, or twelve or more persons liable to be rated [there is no minimum amount] to any rate out of the proceeds of which the expenses of the local authority are payable, complain to him of the unhealthiness of any area within such jurisdiction, it shall be the duty of the officer forthwith to inspect such area, and to make an official representation stating the facts of the case, and whether, in his opinion, the area is an unhealthy area or not an unhealthy area, for the purposes of this Act." In case the medical officer should refuse to make the inspection required, it is provided (section 15) that the complaining ratepayers may appeal to a Secretary of State, or the Local Government Board, and procure an immediate inspection by medical officers appointed *ad hoc* by those bodies. As for default by the local authority itself, it is provided as follows by section 8:—

"Where an official representation is made to the local authority with a view to their passing a resolution in favour of an improvement scheme, and they fail to pass any resolution in relation to such representation, or pass a resolution to the effect that they will not proceed with such scheme, such local authority shall as soon as possible send a copy of the official representation, accompanied by their reasons for not acting upon it, to the confirming authority [a Secretary of State or the Local Government Board], and upon receipt thereof, the confirming authority may direct a local inquiry to be held, and a report to be made to them with respect to the correctness of the official representation made to the local authority and any matters connected therewith on which the confirming authority desire to be informed."

Such are the principal provisions of the Act of 1875 with respect to putting the Act in motion. The amendments of the Act in 1879 and 1882 do not concern these provisions, but only those provisions which operate after a "scheme" has been determined upon. The amendments effected by the Act of 1879 (42 & 43 Vict. c. 63) were directed to the reduction of the compensation payable, and to the reduction of the expense of providing suitable accommodation for the persons displaced by a scheme, it being provided (1) that in assessing compensation the arbitrator should take into account and deduct the amount which it would have cost to abate any nuisance caused by the unhealthy dwellings, and (2) that the necessary accommodation for the displaced persons might be provided elsewhere than within the unhealthy area itself.

The great expense, however, attendant upon improvement schemes not unnaturally led to great difficulties both in framing them and in carrying them out. So Sir Richard Cross, under whose

auspices, as Home Secretary, the Act of 1875 had been passed, procured the appointment of a Select Committee of the House of Commons to inquire into the whole subject, including the working of certain "Metropolitan Streets Acts," which had displaced large numbers of London artizans. This committee reported (in 1882) that no less than fourteen areas, to the extent of forty-two acres in all, had been dealt with, under the Act of 1875, in the metropolis alone. The net loss to the Metropolitan Board of Works from the whole transaction was put (Report, p. v.) at the exact sum of £1,211,336, "or at £1,115,836, according as the cost of new streets is or is not included in the calculation," and the committee were careful to point out that "the difficulty in carrying out the provisions of the Act obviously arises from the great cost in doing so." We have searched the report for reflections upon the local authorities, but have not found a single word attaching any blame to them. The committee, however, state it as their deliberate opinion, formed after examination of many of the medical officers of the several districts of the metropolis, and after themselves visiting many of the areas reported as unhealthy under the Act of 1875, "that the condition of such areas fully brings them within the terms of the preamble and the 3rd section of that Act, and that it is necessary for public health that many of such houses, courts, and alleys should be removed, and that some provision should be made for rebuilding dwellings for a certain portion of the working classes who may be so displaced." Attacking the question of expense, the report divides it under three heads—being (1) the amount of compensation; (2) the expense of procedure, "including law charges"; and (3) the obligation to sell or relet for artizans' dwellings. They recommended, therefore, that the amount of compensation payable should be reduced, that the expense of procedure should be diminished "by doing away with the necessity for a provisional award," and that the obligation to find accommodation for all the persons displaced by an "improvement scheme" should be reduced to an obligation to find accommodation for half the number of such persons so displaced. These recommendations were, one and all, quickly carried out by the Artizans' Dwellings Act, 1882 (45 & 46 Vict. c. 54). It has been made plain, however, that the work as yet accomplished under the Act is by no means "up to" the preamble, and the question arises whether anything, and what, can be done further. It will have been seen that the Legislature, the House of Commons, and even the much-blamed local authorities have been hard at work since 1875. The question is surrounded with difficulties, and not the least of them is the obvious one that certain classes of the community seem to be, if the reasoning of some writers is to be adopted, in danger of being housed too cheaply at the expense of the community generally.

Three suggestions, however, perhaps, may be made. First, it must be considered that the medical officer of health, who is the pivot upon which the whole machinery turns, is a local officer appointed by local authorities, usually liable to pay the local rates, and, therefore, a person who may possibly (we do not say probably) pay too much heed to local interests. Therefore, it might be prudent to substitute as the prominent officials some more independent medical staff, say three inspectors appointed by the Local Government Board. Secondly, it must be remembered that though, in the case of the metropolis, the expense of improvements is spread over the whole area subject to the jurisdiction of the Metropolitan Board of Works, so that great pressure on the poorer class of ratepayers is avoided, in the case of the smaller urban sanitary districts (the Act applies to any place having a population exceeding 25,000) the cost of improvements is greater than any district can be reasonably expected to bear. To meet cases of this kind, and, perhaps even to meet cases arising in the metropolis, the Legislature will have to face the problem of raising money from new sources, and considering the enormous increase in the value of urban land, it would not, we think, be unreasonable to meet at least part of the expense by a special rate upon the owners of such land. Thirdly, it will be noticed that, though the words "shall" and "it shall be the duty of" are of frequent occurrence in the Act, there is some want of a special officer—a *quasi*-public prosecutor—specially charged by the central authority with the duty of applying to the High Court for a *mandamus* to local authorities to carry out the Act. At present, it is, of course, highly probable that the rule that what is everybody's business is nobody's business has prejudiced the operation of the Act.

## RECENT DECISIONS.

(*In re Morgan*, North, J., 31 W. R. 948, L. R. 24 Ch. D. 114.)

This case illustrates in a remarkable manner the vague and unsatisfactory nature of certain subsidiary provisions of the Settled Land Act. A testator gave his property to trustees upon trust to pay the income to his wife for the maintenance, education, and benefit of his son until he should attain the age of twenty-one years; and on his attaining that age upon trust for him absolutely; with divers further limitations and provisions in case the son should not attain that age. The will contained no general power of sale. The trustees, during the infancy of the son, being desirous of selling a parcel of land, proposed to procure themselves to be appointed trustees of the settlement for the purposes of the Settled Land Act, and to sell as trustees exercising the powers of the infant tenant for life. All parties were agreed upon the propriety of the sale, if the court should feel justified in declaring that the trustees had power to make it. But great uncertainty seems to have prevailed as to the section of the Act by which the sale was supposed to be authorized; and section 59, section 58, sub-sections (2), (6), and (9), and section 2, sub-sections (5), (6), and (7), were all mentioned as possible sources of the power. Mr. Justice North decided that the case came under section 58, sub-section (2)—that is to say, that the infant was a "tenant in fee simple, with an executory limitation, gift, or disposition over, on failure of his issue, or in any other event." The curious diversity of reference above mentioned seems to indicate some want of clearness in the Act. And perhaps our readers may be also inclined to suspect that, if the limitations of the will are correctly reported, the learned judge did not very accurately distinguish between the case of a tenant in fee simple subject to an executory limitation over, and that of a person who may possibly, by virtue of an executory limitation, become a tenant in fee simple.

### THE BILLS OF SALE ACT, 1882.

(*Ex parte Cotton*, Q. B. D., 32 W. R. 58.)

Section 7 of the Bills of Sale Act, 1882, enumerates among the only causes for which personal chattels, assigned under a bill of sale, shall be liable to be seized by the grantee, "(4) If the grantor shall not, *without reasonable excuse*, upon demand in writing by the grantee, produce to him his last receipts for rent, rates, and taxes." In the present case the grantee of a bill of sale, on June 13, demanded in writing from the grantor the production of the receipt for rent of a part of the premises in which the chattels comprised in the bill of sale were, which became due on June 9. The landlord had made no demand for the rent, and had not taken any steps to recover it; it had not been paid, and there was, consequently, no receipt in existence. It seems to have been contended that the meaning of the provision in the Bills of Sale Act is that the grantor may seize in case the rent is in arrear. But the court refused to accede to this singular proposition. Watkin Williams, J., said the section meant what it said—viz., that the receipt is to be produced unless there is a reasonable cause for its non-production, and he added, "I am of opinion that when the grantor says, 'I do not produce the receipt because the rent is not yet paid, and it never is paid until such or such a day,' as is often the case, that such non-production is not a 'non-production without reasonable cause' such as is contemplated by the Act. In the present case I think that the non-production is not shown to be a non-production without reasonable excuse within the meaning of the Act, and that, therefore, this cause of seizure fails." In the present case it is to be observed that the rent was only a few days in arrear, and had not been demanded by the landlord. It would not be safe to assume that the non-payment of rent would be a "reasonable excuse" under other circumstances.

The room in the Royal Courts of Justice appropriated to the Lord Chancellor is now being fitted up as a "common room" for the use of the judges, wherein they can partake of luncheon, &c., if they desire. The judges will only occupy this room temporarily, until a regular apartment is provided for their accommodation.

# CORRESPONDENCE.

## AFFIDAVITS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I recently filed an affidavit for substituted service of a writ. An order was made on it which was drawn up. I have wanted to use that affidavit on an application before the master, and for that purpose have tried to bespeak its production. I have searched in the proper room, in both the books in which affidavits are entered, and have inquired for it of the clerks in that room and of the clerks in the affidavit filing office, and at the summons and order department, and have been answered at all the places with, "If it is not in the book, I don't know where it is." This is not the first time this has occurred to me, and I know that mine are not isolated cases. Is it not time the loose screw was tightened? G. A. F.

November 16.

## PLEADING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In a case in the Queen's Bench Division, in which we appear for the defendant, we this week attended a summons taken out by the plaintiff to strike out our defence because it did not comply with ord. 19, r. 17. We may state that the defence complained of was such a denial as has been allowed to pass unchallenged since ord. 19, r. 20, of the former rules has been in force, and these two rules are identical, except as to the word damages. At the hearing of the summons, on the bare allegation of the plaintiff, the master took upon himself to make what we consider unnecessary and uncalled-for remarks, and our object in writing to you is to publicly protest against persons acting in a judicial capacity going out of their way to prejudge a case, or to make remarks upon solicitors, especially when those remarks are not only unnecessary, but unseemly.

If a defendant is not to be allowed to put in his defence anything that he cannot swear to, by all means let a rule be made that an affidavit shall be put in, but until such a rule is brought into operation we apprehend that a solicitor is very much in the position in which a counsel or special pleader was before the coming into operation of the Judicature Acts, and the rules issued thereunder. It is within the knowledge of anyone in the profession having experience before that date, that pleaders especially were in the habit of pleading "not guilty," and "never indebted," as of course, without regard to the actual facts, and we submit that pleading may still be considered somewhat of an art, and not altogether a matter to be prejudged according to the unsupported statement of the other side before a master in chambers. DEFENDANT'S SOLICITORS.

## MUNTON AND ANOTHER *v.* LORD TRURO.

[*To the Editor of the Solicitors' Journal.*]

Sir,—So many inquiries are being made as to what is doing in this action, which I commenced in accordance with my undertaking at the Law Society's meeting, and which raises the question of the right of the Middlesex Registry to take fees not provided for by the statute, that I shall be glad if you will allow me to state publicly that the case was to have been heard on the 15th inst., but for the convenience of the solicitors on either side, and for the purpose of agreeing mutual admissions, it stands postponed till next month. I will, with permission, intimate through your columns the exact place, date, and hour when the hearing is fixed, so that those who are desirous of being present may have the opportunity of so doing.

FRANCIS K. MUNTON.

95A, Queen Victoria-street, E.C., Nov. 14.

# THE NEW PRACTICE.

## COSTS UNDER ORDER 46, RULE 12.

WE report below a very important decision of Mr. Justice Field at chambers as to costs on signing summary judgment under order 14 for sums under £50, upon which subject a correspondent wrote to us last week. In each of the cases the master had allowed the plaintiff £3 3s. costs. The learned judge, after taking time to consider, and after consulting several masters, has fixed the amount of costs, where judgment is obtained under order 14 in an ordinary case for a less sum than £50, at £6 10s. for town cases and £7 for country cases, with an extra 6s. for each additional defendant. These are the sums to be allowed in ordinary cases. Any extraordinary costs that have been incurred in any particular case should be brought to the notice of the master, in order to have them added to the usual allowance.

## TRIAL WITH ASSESSORS.

THE provisions of ord. 36, r. 7 (*a.*) that, "in every cause or matter, unless under the provisions of rule 6 of this order, a trial by jury is ordered, or, under rule 2 of this order, either party has signified a desire to have a trial with a jury, the mode of trial shall be by a judge without a jury; provided that in any such case the court or a judge may at any time order any cause, matter, or issue to be tried by a judge with a jury, or a judge sitting with assessors, or by an official referee, or special referee with or without assessors," were brought before the Queen's Bench Division a few days ago; the defendants in a case (*Lowe* v. *Small*) which had been referred to an official referee applying for an order that the official referee be allowed the advantage of the assistance of a mining engineer, and the names of three engineers being suggested as, any of them, fit and proper persons to be appointed. This was opposed on the part of the plaintiff, who suggested that the case should be referred to another of the official referees, who, he said, had acquired some experience in mining cases, so that he could dispense with a skilled assessor. But the court refused to take this course, and held that the official referee should select the assessor.

## SIGNATURE OF COUNSEL FOR FEES.

RULE 52, in order 65, that "no fee to counsel shall be allowed on taxation unless vouched by his signature," is likely to prove troublesome in practice, and it is difficult to see what object is gained by it, for we imagine that no counsel will allow his clerk to sign for fees until they are actually paid. The masters have recently required the full signature of counsel for fees to be produced. Last week the matter was brought before the Court of Appeal, who modified the rule to the extent of allowing Queen's Counsel to sign their initials, but intimated that in other respects the rule must be obeyed. This is a very remarkable decision. The object being to ensure that the fees have been actually paid, why should the fact that a counsel has obtained silk make his initials a better guarantee than when he was in stuff? If it is alleged that Queen's Counsel are too busy to sign their full names, it may with equal truth be affirmed that a great many counsel in stuff are quite as much pressed for time. By-and-by we suppose we shall have a graduated scale. For law officers initial of surname; for other Queen's Counsel initials of name and surname; for counsel in large practice initials of name and full surname; while the junior commencing practice should sign his full Christian and surname.

## ASSIGNMENT OF CAUSES TO JUDGES IN CHANCERY DIVISION.

A RATHER hopeless attempt has been made this week to upset the rule (ord. 5, r. 9) which abolishes the plaintiff's selection of a particular judge in the Chancery Division as being *ultrà vires*. It was contended that the rule was inconsistent with the provision of section 42 of the Judicature Act, 1873, the latter part of which expressly provides that "every cause or matter which, at the commencement of this Act, may be commenced in the Chancery Division of the said High Court, shall be assigned to one of the judges thereof, by marking the same with the name of such of the said judges as the plaintiff or petitioner (subject to the power of transfer) may in his option think fit." But the contention overlooks the fact that the words at the commencement of the section, "Subject to any rules of court, and in the meantime until such rules shall be made," obviously govern the whole section; the clause on which stress was laid being introduced by "and every cause or matter, &c.;" and Mr. Justice Chitty had no difficulty in disposing of the objection to the new rule.

## NEW TRIALS.

THE provisions of ord. 39, rr. 3, 4, that every application for a new trial shall be by eight days' notice of motion, have very speedily required to be added to by informal action of the judges. Under the old practice counsel moved *ex parte* at once for a new trial, and on his satisfying the court that there was ground for the application they stayed execution. But under the new rules there must be eight days' notice of motion, and in the meantime execution might be levied and it might be useless to apply for a new trial. In two cases within the last few days (*Baynes* v. *Great Eastern Railway Company* on the 15th inst., and *Miller* v. *Joy* on the 16th inst.) this difficulty has been brought before the court. In the first-mentioned case execution was stayed on the amount of damages and costs being paid into court; in the second case Mr. Baron Pollock seems to have stayed execution without any money being paid into court.

PRACTICE—PAUPER—LEAVE TO APPEAL IN FORMA PAUPERIS—ORD. 16, RR. 22—24.—In a case of *Mandy* v. *Morrish*, before the Court of Appeal, on the 21st inst., a question arose as to the mode of procedure in order to obtain leave to present an appeal *in formâ pauperis*. Order 16 of the new rules contains the following provisions with regard to obtaining leave to sue *in formâ pauperis* in the first instance:—Rule 22 of order 16 provides that "any person may be admitted in the manner heretofore accustomed to sue or defend as a pauper, on proof that he is not worth £25, his wearing apparel and the subject-matter of the cause or matter only excepted." By rule 23, "a person desirous of suing as a pauper shall lay a case before counsel for his opinion whether or not he has reasonable grounds for proceeding." And, by rule 24, "no person shall be permitted to sue as a pauper unless the case laid before counsel for his opinion, and his opinion thereon, with an affidavit of the party or his solicitor, that the case contains a full and true statement of all the material facts to the best of his knowledge and belief, shall be produced before the court or judge or proper officer to whom the application is made, and no fee shall be payable by a pauper to his counsel or solicitor." There is, however, no express provision with regard to appeals by paupers. An application was made by the plaintiff in the present action, which had been dismissed by North, J., for leave to appeal *in formâ pauperis*. He had not sued as a pauper in the court below. The court (COTTON, LINDLEY, and FRY, L.JJ.) expressed an opinion that the analogy of the above rules ought to be followed with regard to an appeal by a pauper. But they declined to give the leave in the present case, because it appeared from the plaintiff's own pleading that he was suing as a trustee on behalf of other persons, and it was possible that they might not be paupers. The application was refused without prejudice to its being renewed if the plaintiff could show either that he was not really a trustee, or that the persons for whom he was suing were also paupers.—SOLICITORS, *Rashleigh & Smart*.

PRACTICE—TAXATION—SIGNATURE OF COUNSEL FOR FEES—R. S. C., 1883, ORD. 65, R. 52.—In the Court of Appeal, No. 1, on the 15th inst., Bompas, Q.C., mentioned to the court that a difficulty had arisen as to the interpretation of ord. 65, r. 52, of the Rules of Court, 1883. Hitherto the clerks of counsel have frequently signed for fees, but the masters have lately required the signature of the counsel himself, and in one case of a Queen's Counsel the master was not satisfied with the customary signature by initials. The LORD CHIEF JUSTICE remarked that his own practice when at the bar had always been to sign for his fees, and he was surprised to hear that that was not the present practice of counsel. But the rule was very short and plain, and must be complied with. In the case of Queen's Counsel, however, initials would be a sufficient signature.

R. S. C., 1883, ORD. 5, R. 9.—ASSIGNMENT OF CAUSES TO JUDGE IN CHANCERY DIVISION.—PLAINTIFF'S OPTION.—JUDICATURE ACT, 1873, S. 42.—In the case of *Re Diggle*, *Diggle* v. *Diggle*, before Chitty J., on the 20th inst., an application was made by the plaintiff that a direction be given to the registrar that the writ be issued in his lordship's court and not balloted for. It was submitted that R. S. C., 1883, ord. 5, r. 9, was inconsistent with the Judicature Act, 1873, s. 42, which conferred upon the plaintiff the right of marking the writ with the name of such judge (subject to the power of transfer) as in his option he might think fit. The rule, therefore, was *ultrà vires*. CHITTY, J., said that the plaintiff's contention was untenable. The words at the commencement of section 42, "subject to any rules of court," governed the whole of the section. Nor could any argument be founded on the repetition of those words in the concluding portion of the section; for such portion being an express proviso it was necessary for the draftsmen of the Act to re-insert the words *ex abundanti cautelâ*.—SOLICITOR, *C. J. Mander*.

PRACTICE—PAYMENT OUT OF COURT TO PERSON ABSOLUTELY ENTITLED—MONEY PAID IN UNDER LANDS CLAUSES ACT—SUM UNDER £1,000—SUMMONS OR PETITION—COSTS—R. S. C., 1883, ORD. 55, R. 2.—In a case of *In re Calton's Will*, before Pearson, J., on the 17th inst., the question arose whether an application for the payment out of court to a person absolutely entitled of a sum of money under £1,000, which had been paid into court under the Lands Clauses Act, ought now to be made by petition or by summons in chambers. Rule 2 of order 55 provides that "the business to be disposed of in chambers by judges of the Chancery Division shall consist of the following matters, in addition to the matters which under any other rule, or by statute, may be disposed of in chambers (*inter alia*): (2) Applications for payment or transfer to any person of any cash or security standing to the credit of any cause or matter where the cash does not exceed £1,000, or the securities do not exceed £1,000 nominal value. (6) Applications under 9 & 10 Vict. c. 20 (the Parliamentary Deposits Act) for investment, payment of dividends, and payment out of court. (7) Applications for *interim* and permanent investment, and for payment of dividends under the Lands Clauses Consolidation Act, 1845, and any other Act passed before the 14th of August, 1855, whereby the purchase-money of any property sold is directed to be paid into court." In the present case a petition had been presented for the payment out of court to persons who had become absolutely entitled to a fund of less amount than £1,000, which had been paid into court, by a corporation, as the purchase-money of lands taken by them under the powers conferred by a special Act with which the Lands Clauses Act was incorporated. It was objected on behalf of the corporation that sub-section 2 of rule 2 applied, and that the application should have been made by summons, not by petition, and that, consequently, the corporation ought to pay only such costs as would have been incurred if a summons had been issued. PEARSON, J., held that sub-section 2 did not apply, and that a petition had been properly presented. If sub-section 2 had been intended to apply to such a case, it would have been unnecessary in sub-section 6 to refer to "payment out of court," reference to which was carefully omitted from sub-section 7.—SOLICITORS, *Young, Jonas, Roberts, & Hale; Clarke, Woodcock, & Ryland*.

PRACTICE — THIRD-PARTY PROCEDURE — NOTICE TO CO-DEFENDANT — LEAVE OF COURT—ORD. 16, RR. 48, 55.—In a case of *Towse* v. *Loveridge*, before Pearson, J., on the 19th inst., the question arose whether a notice by a defendant to his co-defendant under rule 55 of order 16 can be issued without the previous leave of the court. Ord. 16, r. 48, provides that "where a defendant claims to be entitled to contribution or indemnity over against any person not a party to the action, he may, by leave of the court or a judge, issue a notice to that effect, stamped with the seal with which writs of summons are sealed." And, by rule 55, "Whenever a defendant claims to be entitled to contribution or indemnity against any other defendant to the action, a notice may be issued and the same proceedings shall be adopted for the determination of such questions between the defendants as would be issued and taken against such defendant, if such last mentioned were a third party." In the present case a defendant wished to issue a notice under rule 55, but the clerk of records and writs declined to issue the notice without the leave of the court. PEARSON, J., did not think that any leave was necessary, but he said that it would of course be open to the co-defendant, when he had been served, to move to set aside the service.—SOLICITORS, *Gush; Phillips, & Walters*.

EVIDENCE—REFERENCE BY CONSENT OF CAUSE AND ALL MATTERS IN DIFFERENCE—WITNESS OUT OF JURISDICTION—SUBPŒNA UNDER 17 & 18 VICT. C. 34—R. S. C., 1883, ORD. 36, R. 7.—In the case of *Hall* v. *Brand*, before the Court of Appeal, No. 1, on the 19th inst., the question was as to the jurisdiction of a court to issue a *subpœna* under 17 & 18 Vict. c. 34, to enforce the attendance of a witness from Scotland before a referee, to whom a cause, "and all matters in difference between the parties," had been referred by consent. It appeared that in an action an order was made by a master on summons, by consent, that a cause, "and all matters in difference between the parties," should be referred to a barrister, who was empowered to enter judgment in accordance with the award. The defendant applied to a divisional court, consisting of Grove and Mathew, JJ., for leave to issue a *subpœna* under the above statute to compel a witness resident in Scotland to attend before the referee. The application was refused, on the ground that the reference in question was not a trial of an action within the meaning of the statute, and that no remedy was given by the Rules of Court, 1883. The defendant made a similar application to the Court of Appeal (BRETT, M.R., BAGGALLAY and BOWEN, L.JJ.), who refused the application. BRETT, M.R., said it had been argued that this reference was a mode of trial within ord. 36, r. 7, of the Rules of Court, 1883, but it was not necessary to decide that, for the reference was of the cause, "and of all matters in difference between the parties"—*i.e.*, of matters not within the cause. It could not be said that the hearing before the referee was a trial of the cause within the meaning of the statute merely on the ground that judgment might be entered on the award. There should, therefore, be no order for a *subpœna*. BAGGALLAY, L.J., was of the same opinion. BOWEN, L.J., said that ord. 36, r. 7, was not applicable, for the reference was not only of the cause, but of all matters in difference between the parties, and the statutory provision could not, by a mere rule of court, be made to refer to an arbitration, when it was only directed to a trial other than an arbitration.—SOLICITORS, *Blount, Lynch, & Petre*.

## JUDGES' CHAMBERS.*

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

Nov. 15.—*Heard and another* v. *Borgwardt* (No. 2).

Setting aside judgment—Adding parties—Judgment on admissions—Ord. 32, rr. 4, 5, 6.

This was an action for necessary advances made by shipbrokers to shipowners. Borgwardt, who was master and part owner of the ship, had submitted to judgment, and a subsequent application by the plaintiffs to join Wallis & Son, the principal owners, as defendants, was refused, as reported last week. Borgwardt, in submitting to judgment, had made an admission of liability in the form prescribed by rule 5 of order 32.

The plaintiff now applied to set aside the judgment against Borgwardt, to amend the writ in the action by adding Wallis & Son as defendants, and for leave then to sign a fresh judgment against Borgwardt upon his admission of liability.

*Pike* for the plaintiff, referred to ord. 32, rr. 4, 5, 6.

*Baugh Allen*, for the defendant, said that he could not resist the judgment being set aside, but he objected to fresh judgment being signed on voluntary admissions, there having been no notice to admit.

FIELD, J., gave leave to set aside the judgment, to amend the writ by adding Wallis & Son as defendants, and then to sign judgment against Borgwardt upon his admissions.

Nov. 19.—*Pickard* v. *Great Northern Railway Company*.

View by jury—Mode of obtaining—R. G., H. T., 1853, r. 48—Ord. 50, r. 5.

This was an *ex parte* application by the defendants for an order for a view by

the jury, the plaintiff consenting. It was stated that the officer had refused to draw up a side-bar rule for a view under rule 48 of the R. G., H. T., 1853, and that the present application was made under ord. 50, r. 5.

FIELD, J.—Parties may, if they please, obtain a view now under rule 5 of order 50, and they can do so *ex parte* where they have consent of the other side. This is not an application for a direction to the officer to draw up a side-bar rule; so I do not now decide whether a view can still be obtained without a motion by a side-bar rule under rule 48 of R. G., H. T., 1853.

Order for view.

Solicitors for the defendants, *Nelson, Barr, & Nelson.*

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Nov. 16, 21.—*Evans* v. *Edwards.*

Costs—Action remitted to county court—Ord. 64, r. 5.

This was an application to the judge for an order that the officer should allow the plaintiff in the action to sign judgment with costs.

The action was brought by an executor for £20, being money lent by the testator to the defendant. Issue was joined in July, and upon the application of the plaintiff the action was then ordered to be tried in a county court, under the provisions of 19 & 20 Vict. c. 108, s. 26. The action was tried in the county court before the 24th of October, and judgment was given for the plaintiff for £10, after the 24th of October. The county court judge was asked to certify that there was sufficient reason for bringing the action in a superior court, but refused to do so. The officer refused to allow the plaintiff to sign judgment for his costs.

*Ogle*, for the plaintiff.—Under ord. 64, r. 4, where an action is ordered to be tried in a county court, costs are to follow the event, unless the county court judge certifies that the question of costs ought to be referred to a judge of the High Court. The county court judge not having so certified in this case, the costs follow the event, and the plaintiff is, therefore, entitled to them. The effect of this rule is to repeal section 5 of the County Court Act of 1867 (30 & 31 Vict. c. 142), so far as to do away with the necessity for the affirmative certificate of the county court judge, in order to enable a successful plaintiff who recovers a sum less than £20 to recover his costs. The plaintiff is only to be deprived of his costs if the county court judge shall be of opinion that he ought not to have them. It was only upon making an application to sign judgment under order 14 that the plaintiff found that he had only a claim for £10; and as soon as he could after that, he applied that the cause might be tried in a county court. Therefore, as a matter of discretion, the plaintiff in this case should be allowed his costs.

*R. Vaughan Williams*, for the defendant.—First, if rule 4 of order 65 alters the provisions of 30 & 31 Vict. c. 142, s. 5, it is *ultrà vires*. The section of the Judicature Acts under which the rules of order 65 are made is section 17, sub-section 3, of the Act of 1875, which gives power to make rules of court for regulating any matters relating to the costs of proceedings in the High Court. The Act of 1873, which is to be construed as one with the Act of 1875, provides that section 5 of 30 & 31 Vict. c. 142, shall apply to actions in the High Court. It is submitted that the power given by the Act of 1875 to make rules cannot extend to the making of a rule which would repeal a section of the County Court Act, 1867, the operation of which is expressly continued by the Act of 1873. "Any matters" in section 17 of the Act of 1875 must be taken to mean such matters as are not the subject of a specific Act of Parliament. By the rule, according to the construction put upon it by the other side, the plaintiff will get his costs unless an adverse discretion is exercised against him; by the County Court Act he will not get them unless there is an affirmative discretion exercised in his favour. But, secondly, it is submitted that rule 4 may be construed so as not to be *ultrà vires*. "The event" is to be read as meaning the recovery or non-recovery by a plaintiff in contract of more than £20. The rule is to be "subject to the provisions of the principal Act"—that is, therefore, subject to section 67. The meaning of the last part of rule 4 is that a judge of the High Court is not to exercise the discretionary power which he always had under section 5 of the County Court Act, 1867, unless the county court judge certifies that the question of costs ought to be referred to him. It is further submitted that as all the proceedings up to and including the trial of the action took place before the 24th of October, the new rules have no application to this case. As to the question of discretion, the county court judge was asked to certify and refused to do so.

Nov. 21.—FIELD, J.—This is a question under rule 4 of order 65. The plaintiff brought an action in the superior court, in which he claimed £20, and it was ordered to be tried in a county court, under 19 & 20 Vict. c. 108, s. 26. At the trial he recovered only £10, and so comes within the provisions of section 5 of 30 & 31 Vict. c. 142. The question is, Is he entitled to any costs? He comes before me and says, first, that the rule gives him his costs, as they are to follow the event, unless the county court judge certifies that the question should be referred to the High Court. Mr. Williams says that the plaintiff cannot have his costs without the order of a judge under the above section 5, as the rule is subject to the principal Act, which preserves that section. That is clearly so. Then the plaintiff says, "Give me an order for costs on the county court scale." This was an action by an executor seeking to recover money lent to the deceased. The plaintiff sued in the superior court in order to get the advantage of order 14, which would have given him judgment in less time, and at less cost, than if he had sued in the county court. Then he was met, upon the application under order 14, by an affidavit that, as to £10, showed he was mistaken in his claim. What reason is there that he should not have his costs? All that can be said is that he has sued in the High Court when he might have sued in the county court. But I am not prepared to say that it is an improper thing for a plaintiff to sue in the High Court, where there is a fair and reasonable expectation that order 14 will apply. I therefore order that the plaintiff has such costs as he would have under ord. 65, r. 12.

Order for costs.

Solicitor for the plaintiff, *Parrott.*

Solicitors for the defendant, *Crump & Son.*

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Nov. 19, 21.—*Bye* v. *Kirby*; *Smith* v. *Sheppard*; *Gee* v. *Johnson*; *Van Boolen* v. *Gordon.*

Costs—Actions under £50—Summary judgment under order 14—Ord. 65, rr. 12, 23.

In these actions judgment had been signed, under order 14, for various sums between £50 and £20. The master had allowed the plaintiffs in each case £3 3s. costs.

They appealed from this allowance to the judge, and, after hearing arguments in the various cases, the learned judge said that he would take time to consider in order to lay down a general rule.

FIELD, J.—These were four cases, in all of which the plaintiffs have obtained judgment under order 14 for sums not exceeding £50, and the question is, what is the amount of costs to which they are entitled, and for which the *allocatur* should be given? That depends upon rule 12 of order 65, which makes a change in the previous law.

The question has been very ably argued before me, and I have had the great advantage of the assistance of several of the masters in considering it. The question arises in this way. Under ordinary circumstances, a plaintiff is entitled to add the amount of his costs to whatever sums he has recovered, and to issue execution for the whole amount. The Legislature has said that, as actions for less than £20 may be brought in a county court, and as that is a preferable mode of trying such actions, if a plaintiff sues, as he has a perfect right to do, in a superior court, and recovers a sum less than £20, he shall have no costs at all unless the judge who tries the case certifies that there was sufficient reason for bringing the action in the superior court, or unless the court or a judge at chambers shall allow them. That was undoubtedly not a satisfactory state of things, because it was hard on the plaintiff not to get costs at all; and, on the other hand, there were cases brought in the superior court which ought undoubtedly to have been tried in the county court of the district where the parties lived. When such a case has been tried before me, I have often said that I would allow the plaintiff only county court costs; but I am not sure that I had strictly the power to do that. Then comes this rule 12 of order 65, which says that if a plaintiff sues in a superior court and recovers a sum not exceeding £50, he shall have no more costs than he would have been entitled to if he had sued in a county court, where he might have sued. Whether the rule is right or wrong is not a question for me. Its meaning is that a defendant is not to be oppressed by having an action brought against him in the superior court where it is within the limits of the county court jurisdiction. Then it has been argued before me that the costs which the plaintiff is entitled to are the costs that have been actually incurred in the superior court. I agree that the first step to be taken is to ascertain what are the costs that have been actually incurred in the superior court. That has been done here. One of the masters has gone through twenty bills of costs in actions where there has been judgment under order 14 in order to arrive at a fair average sum, which it was very important to do. That is the sum to which the plaintiff would be entitled, if it is not more than he would have been entitled to in the county court. It was argued before me that rule 12 of order 65 did not apply at all to proceedings where there was judgment under order 14, there being no precisely similar proceedings in the county court. But to hold that to be so would be putting far too narrow a construction upon rule 12, more particularly as there is an analogous proceeding in the county court. The proceedings in a county court are as follows:—First, a plaintiff may have, if he likes, an ordinary summons, which need not be personally served, which calls upon the defendant to appear on a certain day in court, which day must be not less than sixteen days distant; and the real day of trial may be much later. That process is very expensive, the costs amounting to £7 4s. 6d. Secondly, a plaintiff may proceed by a default summons. That states by indorsement the particulars of the plaintiff's claim. It must be personally served, unless substituted service is ordered. The defendant may either let it go, the effect of which will be that judgment goes by default, in sixteen days; or he may say that he requires the plaintiff to come into court and prove his case, by giving a notice of defence. As to default summonses, where there is no notice to defend, the process is cheaper in the superior court than in the county court; £4 17s. being the cost in the county court, and £4 6s. the costs of the analogous proceedings in the county court.

But the analogous proceedings in the county court to proceedings under order 14, rule 1, are under the default summons, where there there is a notice of defence given. The cost of those proceedings in the county court are £7 15s.; and the costs of proceedings in the superior court, under order 14, upon an average of twenty cases, are found to be £7 3s. That estimate supposes a case where there is only one defendant, where there is no substituted service, and where there are no agency charges; but it includes 19s. for the costs of taxation. Where, therefore, judgment is obtained in an ordinary case, under order 14, the *allocatur* will be for £6 10s. in town cases, and for £7 in country cases, which are the sums that we have fixed as a fair average to obviate the necessity for taxation in each case. There will be an extra 6s. allowed for each additional defendant; and any extraordinary costs that have been incurred in any particular case can always be brought to the notice of the master, and be added to the usual allowance. I think that we have power to fix the gross sum to be allowed, where there are no exceptional circumstances, under rule 23 of order 65. If there is power, I desire to do it, in order to avoid the expense and delay of taxation, and give the plaintiff an immediate judgment. The principle upon which the amount is

to be assessed is to take the costs and disbursements which the plaintiff has properly incurred in the superior court, up to the amount which would have been incurred had he brought his action in a county court. That is what has been done here. The county court costs, according to every calculation that I have had before me, would exceed £6 10s.; so there can be no violation of the rule in allowing that sum.

Order, that £6 10s. costs be allowed in place of £3 3s.

Solicitors, *Pettiver; J. Curtis; C. A. Mason; H. R. Newson; A. Ashley; G. H. Finch.*

*** *Hall* v. *Liardet* (No. 2).

The following words were accidentally omitted from the judgment in this case in last week's reports in chambers. After the words: "And I shall not tie down the plaintiffs to," read "any specific interrogatories, although it must be understood that they."

## CASES OF THE WEEK.

RAILWAY—ABANDONMENT—PARLIAMENTARY DEPOSIT—COMPENSATION TO LANDOWNER—MEASURE OF DAMAGE.—In a case of *In re The Potteries, Shrewsbury, and North Wales Railway Company*, before the Court of Appeal on the 15th inst., a question arose as to the right of a landowner to receive compensation, for injury done to him by the abandonment of the undertaking of a railway company whose line was to pass over his land, out of the parliamentary deposit paid in when the Act authorizing the construction of the line was obtained. The company's special Act provided that, if the period therein specified should expire before the company should open their railway for traffic, the deposit should be applied "towards compensating any landlords or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof." The court (COTTON, LINDLEY, and FRY, L.JJ.) held that a landowner on whose land a part of an embankment had been constructed, thus cutting off some quarries on the land from access to a road which had been previously used for carting away the stone, was, on the abandonment of the railway, entitled to compensation out of the deposit for injury caused to him by the commencement or abandonment of the railway, and that the measure of the damage was the difference between the value of the land at the time when the special Act was passed and the value after the abandonment.—SOLICITORS, *Paddison, Son, & Co.; Markby, Stewart, & Co.; The Solicitor to the Treasury.*

DEBTOR'S SUMMONS—SERVICE—INCORRECT COPY—SERVICE BY CLERK OF CREDITOR—ACT OF BANKRUPTCY—"PROCEEDING IN BANKRUPTCY"—IRREGULARITY CAUSING NO INJUSTICE—BANKRUPTCY ACT, 1869, ss. 6, 7, 32—BANKRUPTCY RULES, 1870, RR. 59, 61.—In a case of *Ex parte Johnson*, before the Court of Appeal on the 16th inst., a question arose as to the validity of the service of a debtor's summons, and whether, therefore, an act of bankruptcy had been committed by the debtor, and an adjudication of bankruptcy rightly made against him. Rule 59 of the Bankruptcy Rules, 1870, provides that a "debtor's summons shall be personally served . . . by delivering to the debtor a sealed copy of the summons." And, by rule 61, "a debtor's summons or a petition shall be served upon the debtor by an officer or a bailiff of the court, or by the creditor or his attorney." And, by section 32 of the Bankruptcy Act, 1869, "no proceeding in bankruptcy shall be invalidated by any formal defect or irregularity, unless the court before which an objection is made to such proceeding is of opinion that substantial injustice has been caused by such defect or irregularity, and that such injustice cannot be remedied by any order of such court." In the present case the act of bankruptcy alleged by the petition for adjudication was the non-compliance by the debtor with a debtor's summons for £74. The debtor alleged that he had never been duly served with a summons for that amount. The document, purporting to be a sealed copy of the summons, which was delivered to the debtor, by mistake stated the amount of the debt claimed from him as £24, instead of £74, but these words were added, "being the sum claimed of you by him according to the particulars hereunto annexed." These particulars (which were a copy of particulars of demand which had been served on the debtor before the issue of the summons) were set forth on the second half of a sheet of paper, the first half of which contained the copy of the summons, and in them the amount of the debt claimed was correctly stated as £74. Another objection to the validity of the service was, that it was effected, not by an officer or bailiff of the court, or by the creditor himself or his attorney, but by a clerk in the employment of the creditor, who was a solicitor, the debtor being also a solicitor. The court (COTTON, LINDLEY, and FRY, L.JJ.) overruled both the objections, and affirmed the adjudication. COTTON, L.J., was of opinion that, there being in the copy of the summons a reference to the particulars of demand, the debtor could not have been misled by the misstatement of the amount of the debt in the copy of the summons. His lordship was also of opinion that the service of the debtor's summons was a "proceeding in bankruptcy" within the meaning of section 32, and that no substantial injustice had been caused by the formal defect in the copy of the summons which was served. His lordship thought that the other objection was also cured by section 32. LINDLEY, L.J., said that, at first, he was disposed to think that a debtor served with a summons for £24 (which was a sum less than the statutory amount for which a summons could be issued) was entitled to look no further, but to say at once, I cannot be adjudicated a bankrupt on a summons for such an amount. But when he came to look at section 32 he thought it clearly applied, and that the defect was cured. FRY, L.J., concurred.—SOLICITORS, *John Grove; Robert Greening.*

COMMISSION TO INDIAN COURT TO TAKE EVIDENCE—ERROR IN TITLE OF COURT—ADMISSIBILITY—24 & 25 VICT. C. 104.—In a case of *Wilson* v. *Wilson*, before the Court of Appeal on the 17th inst., the question arose whether evidence taken under a commission issued by the Divorce Division to a court in British India could be admitted, the title of the court having been erroneously stated in the commission. The plaintiff had obtained a commission to the judges of the Supreme Court at Calcutta to take evidence in his proceedings for a divorce. The evidence was taken, and upon the plaintiff's proposing to use it at the trial, it was objected that the commission had been wrongly issued, and that no indictment for perjury would lie against a witness who had given evidence under it, because the "Supreme Court at Calcutta" had been abolished by 24 & 25 Vict. c. 104, and the commission should have been addressed to the "Chief Justice and Judges of the High Court of Judicature at Fort William, in Bengal." The Court (COTTON and LINDLEY, L.JJ.), affirming the decision of Hannen, P., admitted the evidence. COTTON, L.J., said that the objection was not well founded. The order was to the judges of the Supreme Court at Calcutta, not to them by name, but in effect to the judges of whatever was the highest court at Calcutta, and the only persons to whom it could refer were the judges of the High Court. Strictly the court was at Fort William, but "at Calcutta" clearly meant that. The appeal must be dismissed. LINDLEY, L.J., said that the words in question were descriptive, and the judges of the High Court answered the description.—SOLICITORS, *W. Stollard; Francis & Jackson.*

COMPANY—WINDING UP—COSTS OF FORMATION AND REGISTRATION—AGREEMENT WITH PROMOTER FOR BENEFIT OF THIRD PARTY—RIGHT OF PROOF—SOLICITOR—COSTS.—In a case of *In re The Rotherham Alum and Chemical Company*, before the Court of Appeal on the 21st inst., a question arose as to the validity of a claim made by a solicitor, in the winding up of this company, to be paid certain costs due to him in respect of professional services rendered by him in relation to the formation of the company. The services in question were rendered, before the company was incorporated by registration under the Companies Acts, upon the retainer of one Mycock, the promoter of and vendor to the company. The company was registered on the 14th of September, 1881, and was formed for the purpose of purchasing and carrying on a business theretofore carried on by Mycock. The articles of association provided that the directors should pay all expenses incident to the formation of the company, and also empowered the directors to agree with Mycock for the purchase of his business at such price, and upon such terms, as they should think fit, and to carry such agreement into effect. A draft of an agreement between the company and Mycock, for the sale and purchase of the business, was prepared, but it was never actually executed. The company, however, took possession of the business and carried it on, paying the purchase-money as provided by the draft agreement, and at a meeting of the persons who had subscribed the memorandum of association, held shortly after the registration of the company, a resolution was passed ratifying and confirming the agreement with Mycock. The draft agreement contained a clause providing that all preliminary and other costs, charges, and expenses whatever of, and incidental to, the formation and registration of the company, and transferring the business, should be considered as incurred and paid, or payable, by the company. The taxing master refused to allow the claim, and Bacon, V.C., affirmed the decision. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) affirmed the decision of the Vice-Chancellor. It was contended on behalf of the solicitor that the company ought to pay for his services, because they had had the benefit of them, and also that after the registration of the company there had been a "novation," and a new agreement had been entered into between the company, Peace, and Mycock that the company should pay the costs, and that Mycock should be released. COTTON, L.J., said that the mere fact that there was an agreement between the company and Mycock, that the company should pay the solicitor's costs, would not give him any claim against the company. Their lordships at first thought that the solicitor might be considered as claiming through Mycock, and that if there was no claim by the company against Mycock, the case might be dealt with on that footing. But it appeared that there were claims made by the company against Mycock as to which they might have a right of set-off against his claim. It was, however, urged that the company had had the benefit of the solicitor's services rendered before the registration, and therefore ought to pay for them. In his lordship's opinion that was not a good ground for the claim. The services were rendered on the retainer of Mycock. The company had got the benefit of them in no other sense than that in which any purchaser of property had the benefit of services rendered to the vendor in respect of the property before the purchase. But that circumstance did not make the purchaser liable to pay the person who had rendered those services, even if there was an agreement between the vendor and purchaser that the purchaser should pay for them. By the law of England a person was not liable to pay for everything of which he obtained the benefit. In *In re The Hereford Waggon Company* (L. R. 2 Ch. D. 621), which had been referred to, the ground of the decision probably was that no person was liable to pay if the company was not. As to the alleged novation, his lordship was of opinion, upon the evidence, that no such agreement was ever concluded. The claim must,

therefore, fail. LINDLEY, L.J., agreed that no novation had been proved. Could the claim, then, be sustained apart from any agreement between the solicitor and the company? There were many cases, such as *Eley* v. *The Positive Government Security Life Assurance Company* (24 W. R. 338, L. R. 1 Ex. D. 88), which showed that the solicitor could not have succeeded in an action against the company if he had had no other materials than that he acted as solicitor in the formation of the company, that the memorandum of association provided that the costs of the formation should be paid by the company, and that there was an agreement between Mycock and the company that the company should pay the costs. No doubt there were cases, such as *In re Tilleard* (3 D. J. & S 519), in which a special Act of Parliament had enabled a person to sue a company for costs in the absence of any agreement by the company to pay them, but in such cases a statutory obligation was created to pay the costs. His lordship could see no difference between the legal and the equitable aspect of the case; he could see no equity arising out of the fact that the company had had the benefit of the solicitor's services. The question was with whom was the contract to pay for them made? FRY, L.J., said the argument was that when a purchaser took the benefit of the labour of another in relation to the purchased property an equity arose in favour of the person who had expended the labour. This was not universally true. It might possibly be true if the services were rendered without any retainer; it certainly was not true when the services were rendered upon the retainer of the vendor.—SOLICITORS, *Peace & Waller.*

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COMPANY—WINDING UP—WITHDRAWAL OF PETITION—COSTS.—In a case of *In re The Jablochkoff Electric Light and Power Company*, before Pearson, J., on the 19th inst., a question arose as to the costs to be allowed on the withdrawal of a petition to wind up a company. The petition was presented by a shareholder, and other shareholders appeared by counsel, who had been instructed on their behalf to support the petition. When the petition was called on the petitioner's counsel stated that he desired to withdraw his petition, and it appeared that an arrangement had been made between him and the company by which he was to receive a specified sum for his costs. The counsel for the other shareholders then asked that the costs of their appearance might be paid either by the company or by the petitioner, relying on the decision of Jessel, M.R., in *In re The Patent Cocoa Fibre Company* (L. R. 1 Ch. D. 617). PEARSON, J., refused to give any costs. He said that the case cited would have applied if the shareholders who asked for costs had appeared to oppose the petition; then, according to that decision, the petitioner might have been ordered to pay their costs.

[This decision is worthy of note, because Mr. Buckley, in the fourth edition of his book on the Companies Act, (p. 201), treats it as doubtful whether costs would be given in such a case.]—SOLICITORS, *Spencer Whitehead*; *Markby, Stewart, & Co.*; *Clarke, Woodcock, & Ryland*; *J. & R. Gole.*

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SETTLED ESTATES ACT, 1877 (40 & 41 VICT. c. 18), s. 16—SALE ORDERED BY THE COURT—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 3, 31, 56.—In the case of *In re Baros Hadin's Settled Estates*, before Kay, J., on the 17th inst., a question arose as to the power of a tenant for life to sell under the Settled Land Act, 1882, land ordered by the court to be sold under the Settled Estates Act, 1877. Certain outlying portions of a settled estate were directed by the court in 1878 to be sold with the approbation of the judge. No sale had taken place, and in this year the tenant for life applied for the appointment of trustees for sale under the Settled Land Act, 1882, and the appointment was made. The opinion of the court was now asked whether the order of 1878 would prevent the tenant for life disposing, under the Settled Land Act, 1882, of the property then directed to be sold. KAY, J., refused to say that the court has not, under any circumstances, power to stay proceedings under the Settled Estates Act. The order under that Act was not a decree for all purposes, but only authorized a sale. No particular time was laid down for a sale, and on a proper application being made the court might say it was expedient that it should not be carried out. His lordship, however, was unwilling to make such an order then. It was well known that a sale by the court was considered a beneficial form of sale, and the court would not stay the power of sale on the mere suggestion that the property might be sold with less expense by the tenant for life.—SOLICITORS, *S. W. Johnson & Son*, for *Watts & Jobson*, Dudley.

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PRACTICE—MOTION—ORDER IN DEFAULT OF APPEARANCE OF RESPONDENT—AFFIDAVIT OF SERVICE—TIME FOR PRODUCTION.—In a case of *Mitchell* v. *Ford*, before Pearson, J., on the 20th inst., the question, which arose on the 14th inst. before the Court of Appeal in *Secar* v. *Webb* (*ante*, p. 49), was again raised—viz., whether an affidavit of service of a notice of motion, upon respondents who did not appear at the hearing of the motion, had been made in sufficient time. The motion, which was for the appointment of a receiver, was made before North, J., on the 9th inst. Some of the respondents did not appear, and, as against them, the order was to be taken on affidavit of service. On the attendance to draw up the order an affidavit of the service of the notice of motion on the respondents who had not appeared was produced to the registrar, but the affidavit had not been sworn or filed until the 20th inst. The registrar declined to draw up the order on this affidavit, and the matter was then mentioned to the court. PEARSON, J., affirmed the registrar's decision, and said that a delay of ten days was a great deal too much.—SOLICITORS, *Smiles, Binyon, & Ollard.*

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ACTION—EASEMENT—OBSTRUCTION—INJUNCTION.—In an action of *Goodhart* v. *Hyett*, decided by North, J., on the 20th inst., the plaintiff sought to restrain the defendant from erecting buildings over certain lands, on the ground that such buildings would damage the pipes which supplied the plaintiff's house with water. The principal question was whether the defendant had so interfered with the plaintiff's rights as to entitle him to an injunction. The defendant had become the purchaser of four small plots, across which ran a line of pipes bringing a supply of water from a reservoir to the plaintiff's house. The defendant had begun to build on these plots and the plaintiff commenced this action. NORTH, J., held that the evidence established the plaintiff's right to an uninterrupted supply of water from the reservoir to his house by means of the pipes which ran across the defendant's plots of land, and that a necessary incident of such a right was the right to enter upon the defendant's land for the purpose of repairing and cleansing the pipes. His lordship thought that it was not enough for the defendant to say that he was not interfering with the plaintiff's right to enter for the purpose of cleansing and repairing the pipes, but that the duty of the defendant was to abstain from anything which might cause a substantial obstruction to the plaintiff in the exercise of his right. Although the defendant said that the pipes could be repaired if the houses were erected, the question was not whether repairs could be executed by means of skilful engineering, but whether they could be executed without any greater difficulty than if the houses had not been built. His lordship then examined the evidence on this point and came to the conclusion that, if the houses were built, it would be more difficult and much more expensive for the plaintiff to execute repairs than if no houses had been built, and held that the defendant was interfering unjustifiably with the plaintiff's established right. His lordship added that if the plaintiff was to let the defendant erect the present buildings, it might very well happen that, in some fifty years hence, the defendant or his successor might erect other and much larger buildings, and the plaintiff might then have no remedy, because the defendant would plead that the plaintiff had, on a previous occasion, allowed the defendant to build smaller houses without any remonstrance, and had, therefore, acquiesced in the acts of the defendant. Therefore, although no damage to the pipes was to be apprehended in the present case, a time might arise when the plaintiff's rights might be materially affected. The plaintiff was, therefore, entitled to the injunction.—SOLICITORS, *Wilkinson, Drew, & Co.*; *F. Howse.*

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BANKRUPTCY—LIQUIDATION—BILL OF SALE—BILLS OF SALE ACT, 1878, AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), ss. 7, 9—PROVISIONS INCONSISTENT WITH ACT.—In a case of *Ex parte Pearce, In re Williams*, before Bacon, C.J., on the 19th inst., a question arose as to the validity of a bill of sale which was not in strict compliance with the form given in the schedule to the Act of 1882. The points objected to were—(1) that the consideration was not truly stated, the bill of sale being expressed to be in consideration of £30 lent, and also of £10 charged by the mortgagee by way of bonus; (2) that power was reserved to the mortgagee to enter if the mortgagor failed to pay "forthwith" the principal, interest, and costs; or (3) to insure and produce the receipts for premiums; or if he (4) did anything which should render him "liable to become" a bankrupt; or (5) removing the mortgaged chattels (omitting the word "fraudulently"); or (6) if execution "shall be or shall have been levied"; (7) the mortgagor had power to relinquish possession and re-enter as often as he liked; and (8) on every such entry he was to be entitled to add to his security his expenses and five per cent. on the sum then due; and (9) the instrument contained a covenant for title by the mortgagor. The last proviso in the deed was to the effect that the chattels were not to be liable to seizure for any cause other than those specified in section 7 of the Act of 1882. It was argued that the bill of sale was not substantially in the form given in the schedule to the Act of 1882, and that many of the provisions were inconsistent with section 7. BACON, C.J., said that the decision in *Davis* v. *Burton* (31 W. R. 523, L. R. 10 Q. B. D. 414, 11 Q. B. D. 537), was exactly in point. The Act must be construed with the utmost rigour. The bill of sale did not comply with the requirements of the Act, and the defect was not cured by the final clause. It must therefore be declared to be void as against the trustee in the liquidation of the mortgagor.—SOLICITORS, *Smiles, Binyon, & Ollard*, for *Batchelor & Belcher*, Cardiff; *H. Cousins*, Cardiff.

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LESSOR AND LESSEE—BANKRUPTCY—DISCLAIMER OF LEASE—COVENANT NOT TO REMOVE HAY AND STRAW—56 GEO. 3, c. 50, s. 11—BANKRUPTCY ACT, 1869, s. 23.—In the case of *Lybbe* v. *Hart*, before Chitty, J., on the 21st inst., the question was raised on demurrer, by agreement between the parties, as to the right of the trustee in bankruptcy of a tenant of a farm after disclaimer of the lease, under the 23rd section of the Bankruptcy Act, 1869, to remove and sell hay and straw, notwithstanding that the lease contained the usual covenant by the lessee not to remove, but to consume the same on the farm. The lessor relied upon the 56 Geo. 3, c. 50, s. 11, which enacts in effect that no assignee of any bankrupt, or of any insolvent debtor's estate, shall have any greater right to remove hay, straw, or other produce from a farm than the tenant would have. CHITTY, J., after observing that the covenant was not one which ran with the land, but was a personal covenant, said that section 11 of the Act of Geo. 3 had been held to embrace all modes of alienation, death excepted (*Wilmot* v. *Rose*, 3 E. & B. 563). The reason for this exception was that the legal personal representatives of the lessee were bound by the covenant. The case of a gift by a tenant also appeared to have been excepted, because such a case was either rare, or, when occurring, could be met by relief in equity. The effect of the enactment was to transfer the obligation, contained in the covenant, to the assigns of the chattels, or, in other words, to annex an obligation when the chattels were in the hands of an assign. It had been argued that the term

assignee, as used in the statute, did not comprise a trustee in bankruptcy or liquidation, under the Bankruptcy Act, 1869. But the mere change of name was insufficient to operate as a repeal of the statute. Moreover, by the Statute Law Revision Act, 1873, the 11th section of the Act of Geo. 3 was in express terms repealed so far only as it related to an assignee of any insolvent debtor's estate. The inference to be drawn was that it was intended by the Legislature that the section in question should still apply in cases of bankruptcy, and he held that it did so apply. It was, moreover, worthy of remark that the new Bankruptcy Act contained no provision expressly repealing the 11th section of the Act of Geo. 3. The section, therefore, not being expressly repealed, the question arose whether it was applicable to a trustee who had, in fact, disclaimed under the 23rd section of the Bankruptcy Act, 1869. It had been contended that the 23rd section, by permitting disclaimer, had by implication repealed the 11th section of the old Act. In his lordship's opinion, the trustee was enabled, by the 23rd section, to disclaim the hay and straw, and had he done so would have escaped from any liability which had been transferred to him by the operation of the Act of Geo. 3. He had, however, not disclaimed the chattels in question, but only the lease, and as it was clear that if there had been no bankruptcy an injunction must have been granted restraining the removal of the hay and straw, the landlord was still entitled to that relief, for by a mere disclaimer of a lease the trustee in bankruptcy no more got rid of the personal covenants than a lessee would get rid of such covenants by surrender of his lease (*Attorney-General* v. *Cox*, 3 H. L. C. 240). He therefore held that the covenant was still binding, and that the trustee was not released by the mere disclaimer of the lease, and therefore was not entitled to remove the hay and straw. He should, therefore, as the parties had agreed to treat the hearing of the demurrer as the trial of the action, and as the plaintiff submitted to pay fodder prices for the hay and straw, grant an injunction. He should, however, impose such payment upon the plaintiff as a condition of his obtaining the injunction.—Solicitors, *Carr, Fulton, & Carr*, for *Whatman & Fulton*, Salisbury; *Newton, Calcott, & Calcott*.

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Practice—Injunction restraining Libel—Application ex parte.—In a case before Chitty, J., on the 19th inst., an *ex parte* motion was made by the plaintiffs for an *interim* injunction restraining the defendant from publishing a circular alleged to be libellous, and calculated to injure them in their business. It appeared that the document, although printed, had not yet been circulated. Chitty, J., said that although he knew of no case in which such an injunction had been granted on an *ex parte* application, yet that was no reason for refusing the injunction. He, therefore, made the usual order extending until next motion day.—Solicitors, *Rawson, George, & Wade*, Bradford.

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## SOLICITORS' CASES.

### Court of Appeal No. 1.

(Before Brett, M.R., and Baggallay and Bowen, L.JJ.)

Nov. 19.—*In re Crews Dudley, Ex parte Monet.**

Solicitor—Disobedience to order for payment of money—Attachment—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 4.

This was an appeal of S. Monet from the judgment of Grove and Manisty, JJ., reversing an order of Huddleston, B., to attach C. Dudley, a solicitor. It appeared that a sum of money was paid out of court to C. Dudley as solicitor for the beneficiaries under a will, one of whom was the appellant. Part of the money he paid, but refused to pay the remainder. On the argument of a rule calling upon C. Dudley, in his character as an officer of the court, to pay the money, the court referred the matter to a master to report. The report was to the effect that C. Dudley had paid the money into his own account and had dealt with it as his own; and, on the report being read, the court, on April 22, 1882, made an order requiring him, as a solicitor, to pay the balance due and the costs of the application. Only a portion of the amount was paid, and, in April, 1883, a summons for attachment was taken out before Hawkins, J., who, however, granted an extension of time. Finally, no further payment having been made, an attachment was ordered to issue by Huddleston, B. On appeal this order was discharged by Grove and Manisty, JJ., who were of opinion that the original order was a mere civil process to enforce the payment of money and was not punitive, and that therefore the solicitor, who was proved to have no means, was entitled, as an ordinary debtor, to the protection of the Debtors Act, 1869. On appeal by Mrs. Monet, it was contended that the fact that the solicitor was not called upon in the usual manner to answer affidavits showed that the order was not punitive; also that the case was similar to that of *Re Ball* (L. R. 8 C. P. 104. It was also stated that, after the first order, an arrangement was made to pay the money by instalments.

*Fraser Macleod*, for the appellant.

*C. F. Mundy*, for the respondent.

The court restored the order of Huddleston, B.

Brett, M.R., said he adhered to the principle laid down by the Court of Appeal in *In re Freston* (31 W. R. 804, L. R. 11 Q. B. D. 545), an authority which was not before the Divisional Court. It was there pointed out that the situation of solicitors was peculiar. The court might think the solicitor was bound to pay money merely as a debt, and in that case an order might be made for the collection of the money as a debt. But if they thought the solicitor as such had acted improperly, they have jurisdiction to inquire into his conduct for the purpose of preserving good conduct among the officers of the court. If they thought he had failed to pay through accident or misapprehension, they could not make a punitive order, but it was otherwise where he misbehaved himself and acted dishonestly, in which case attachment would be ordered. No doubt in *In re Ball* it was suggested by Cockburn, C.J., that the proper procedure was by motion calling on the solicitor to answer matters in an affidavit; but that was not intended to be an exhaustive declaration of the only means by which the court could inquire into the misconduct of a solicitor. In the case in question the court, in ordering a report, took the course which is invariably taken when a solicitor is called upon to answer such affidavits. Therefore, the court, having the parties before them, then and there, as they had authority to do, turned an application made in one form into another inquiry as if the solicitor had been called upon to answer for his conduct. In his lordship's opinion the order was disciplinary and punitive, and it had been disobeyed. The arrangement was no answer, for it had not been complied with. The jurisdiction, and not the discretion, of Huddleston, B., had been questioned. But his lordship was of opinion that he had rightly exercised his discretion, and that his order should be restored.

Baggallay and Bowen, L.JJ., were of the same opinion.

Solicitors, *Marsland, Hewitt, & Everett; G. D. Dudley*, Oxford.

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### High Court of Justice.—Chancery Division.

(Before Kay, J.)

Nov. 15.—*In the Matter of Walter Henry Hinde, a Solicitor.*

The defalcations of the above-named solicitor, of Sheffield, were the subject of an application to the court on the 8th inst., when his lordship made an order against him for the payment by him of a considerable sum of money which had been received by him and not accounted for.

*W. Pearson*, Q.C., and *E. Beaumont*, moved the court that Mr. Hinde should be ordered forthwith to bring into court or invest in the joint names of himself and his co-trustee a sum of £900 received by him in or about December or January, 1881. The learned counsel stated that in the year 1863 the present applicant, Mrs. Archer, then Miss Priestley, married the Rev. A. Archer, and a settlement was executed upon the marriage by which certain mortgages belonging to the lady were settled upon the usual trusts for her benefit. Mr. Hinde was a trustee of the settlement, in conjunction with a gentleman named Vincent, and Mr. Hinde acted as solicitor to the trust, and in that character received all moneys. In December, 1881, Mr. Hinde intimated to Mr. Vincent that one of the mortgages for a sum of £900 was about to be paid off, and stated that he had other securities on which the £900 might be invested. The engrossment of the release was sent to Mr. Vincent, and executed by him, and the receipt for the money signed, and by the production of the deed bearing such receipt Mr. Hinde, as a solicitor, was enabled to get the money paid to him. Numerous applications had been made to him to account for the money or pay the same over, but he had failed to do so. The facts were proved by affidavit, to which no answer was made and no real defence was offered. *W. D. Alexander*, for Mr Hinde, asked that time for payment should be allowed. Kay, J., said that this was a plain case for the exercise of that summary jurisdiction which the court undoubtedly possessed over solicitors. The counsel for the applicant being willing to allow time for payment, his lordship directed that Mr. Hinde should within a month from the present date pay the £900 into court to the credit of an account entitled in the trust and in the above matter.—*Times*.

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### Queen's Bench Division.

(Sittings *in Banc*, before Lord Coleridge, C.J., and Mathew, J.)

Nov. 21.—*In the Matter of S. B. Ward, a Solicitor.*

This was an application to strike a solicitor off the roll for misconduct in receiving money from a client and retaining it without accounting for it. It appeared upon the affidavits that in April, 1882, the solicitor received a sum of £12 from a surety to carry out a liquidation, and his receipt for the money was verified; but it was alleged that he had never given notice to the surety of the time at which the composition became payable, in consequence of which it was not paid, and an action was brought by the creditor for the full amount, and the action was defended by the solicitor on behalf of the debtor, and the money was paid by the surety, and the solicitor also received from the surety the costs; and he also, it was stated, in April last received from the surety a sum of £24 for payment of the composition, which, in addition to the £12, made a sum of £36, but that (as appeared from an account given by himself) he had only paid £4 7s. 6d. out of the composition; and though he denied the receipt of the £12, yet, even according to his own account, this left £17 10s. 6d. due from him, which had not been paid; and as his own receipt for the £12 was verified, this made a sum of nearly £30 which, it was said, he had not accounted for. In October last he had notice that an application would be made to the court, and he had it put off for a week, at his own request. Yet he did not now appear, and made no affidavit.

*Coleridge*, upon these facts, moved for an order to strike the solicitor off the roll.

The Court said that as the solicitor did not appear nor file any affidavit, the order must be made to strike him off the roll.—*Times*.

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* Reported by C. A. Ferard, Esq., Barrister-at-Law.

# SOCIETIES.

## BAR ASSOCIATION.

### Election of the Bar Committee.

The following are the names of gentlemen who have been nominated for election on the 8th of December next. Voting papers, with all necessary instructions, will be issued as soon as possible :—

* Sir Hardinge Stanley Giffard, Q.C., M.P.
* William Bulkeley Glasse, Q.C.
James R. Bulwer, Q.C., M.P.
Henry Matthews, Q.C.
Samuel Pope, Q.C.
* Æneas John McIntyre, Q.C., M.P.
* Charles Russell, Q.C., M.P.
Alfred Wills, Q.C.
* J. P. Murphy, Q.C.
Arthur Cohen, Q.C., M.P.
Samuel Danks Waddy, Q.C., M.P.
F. A. Inderwick, Q.C., M.P.
Henry Bret Ince, Q.C., M.P.
* William Fothergill Robinson, Q.C.
* John W. Mellor, Q.C., M.P.
* Horace Davey, Q.C., M.P.
* F. Meadows White, Q.C.
* W. Court Gully, Q.C.
* Arthur J. H. Collins, Q.C.
* Arthur Charles, Q.C.
William Grantham, Q.C., M.P.
Arthur Kekewich, Q.C.
Richard Everard Webster, Q.C.
Lumley Smith, Q.C.
* Edward G. Clarke, Q.C., M.P.
* E. Macnaghten, Q.C., M.P.
* John Rigby, Q.C.
* Robert Romer, Q.C.
Robert B. Finlay, Q.C.
* Frederick Albert Bosanquet, Q.C.
* Frank Lockwood, Q.C.
* R. Henn Collins, Q.C.

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| * Aspinall, J. P. | N.E. | M.T. | 1867 |
| * Aspland, L. M. | N. | M.T. | 1868 |
| * Baggallay, Claude | M. | L.I. | 1878 |
| Barker, John Edward | N.E. | I.T. | 1862 |
| Barnes, John Gorell | N. | I.T. | 1876 |
| Bayford, R. A. | S.E. | I.T. | 1863 |
| * Beaumont, Joseph | — | L.I. | 1852 |
| Bray, Reginald M. | S.E. | I.T. | 1868 |
| * Brown, Reginald | S.E. | M.T. | 1870 |
| * Bruce, Gainsford | N.E. | M.T. | 1859 |
| * Buckley, H. B. | — | L.I. | 1869 |
| Byrne, E. W. | — | L.I. | 1867 |
| Chalmers, M. D. | S.E. | I.T. | 1869 |
| Channell, A. M. | S.E. | I.T. | 1863 |
| * Cock, Alfred | S.E. | M.T. | 1871 |
| * Coleridge, Hon. Bernard | W. | M.T. | 1877 |
| Crump, F. O. | S.E. | M.T. | 1867 |
| * Dauney, Alex. | — | M.T. | 1851 |
| Deane, H. Bargrave | S.E. | I.T. | 1870 |
| Deane, Henry C. | — | L.I. | 1870 |
| Dickins, W. P. | — | L.I. | 1851 |
| * Dunning, J. W. | — | L.I. | 1861 |
| * Dyne, J. Bradley | — | L.I. | 1866 |
| * Edge, John | N.E. | M.T. | 1866 |
| Eversley, W. P. | S.E. | I.T. | 1877 |
| * Farwell, George | — | L.I. | 1871 |
| * Graham, William | M. | I.T. | 1862 |
| Grant, Corrie B. | N.E. | M.T. | 1877 |
| Gye, Percy | S.E. | I.T. | 1871 |
| * Haldane, R. B. | — | L.I. | 1879 |
| * Hedderwick, T. C. | N.E. | M.T. | 1876 |
| Holland, E. Thurstan | Ox. | L.I. | 1861 |
| Holland, Sidney George | S.E. | I.T. | 1879 |
| * Jeffreys, Howel | S.W. | L.I. | 1870 |
| * Jeune, F. H. | S.E. | I.T. | 1868 |
| * Jones, Edwyn | S.E. | G.I & M.T. | 1867 |
| * Joyce, M. Ingle | — | L.I. | 1865 |
| * Kennedy, W. Rann | N. | L.I. & M.T. | 1871 |
| * Kingsford, Douglas | S.E. | M.T. | 1867 |
| * Lawrence, Alfred Tristram | Ox. | M.T. | 1869 |
| * Lawrence, T. Northmore | — | L.I. | 1862 |
| Lee, L. Yate | — | L.I. | 1864 |
| Lilley, Samuel | S.E. | M.T. | 1830 |
| Loyd, A. K. | M. | M.T. | 1868 |
| Lyttelton, Hon. Alfred | Ox. | I.T. | 1881 |
| Mackenzie, Montague Johnstone Muir | S.E. | L.I. | 1873 |
| * Macrory, Edmund | N. | M.T. | 1853 |
| Man, E. Garnet | S.E. | L.I. | 1865 |
| McConnell, William Robert | N. | I.T. | 1862 |
| * Mead, Frederick | S.E. | M.T. | 1869 |
| Middleton, Clement Alex. | S.E. | G.I. | 1864 |
| Oswald, James Francis | N. | M.T. | 1869 |
| Paine, Tyrrell Thomas | S.E. | I.T. | 1875 |
| Pearce, E. Robert | W. | L.I. | 1877 |
| * Phillimore, W. G. F. | W. | M.T. | 1868 |
| * Pitt-Lewis, George | W. | M.T. | 1870 |
| * Poland, Hy. Bodkin | S.E. | I.T. | 1851 |
| Pollard, Edward Hutchinson | S.E. | M.T. | 1858 |
| Pollock, Edward James | S.E. | I.T. | 1872 |
| * Renshaw, W. C. | — | L.I. | 1864 |
| Ruegg, Alfred H. | W. | M.T. | 1877 |
| Shee, Henry | N. | I.T. | 1870 |
| * Shortt, John | S.E. | M.T. | 1866 |
| Smith, Horace | M. | I.T. | 1862 |
| Smith, T. Eustace | — | I.T. | 1881 |
| * Stirling, James | — | L.I. | 1862 |
| Torr, J. Fenning | S.E. | M.T. | 1873 |
| * Turner, Francis | S.E. | M.T. | 1864 |
| * Walton, John Lawson | N.E. | I.T. | 1877 |
| Walton, Joseph | N. | L.I. | 1868 |
| * Warrington, T. Rolls | M. | L.I. | 1875 |
| * Wateley, A. P. | — | L.I. | 1854 |
| * Wilberforce, Edward | N.E. | I.T. | 1886 |
| * Wolstenholme, E. P. | — | L.I. | 1850 |
| * Woolf, Sidney | S.E. | M.T. | 1873 |
| Wright, Robert Samuel | N. | I.T. | 1865 |
| Young, Alfred | Ox. | I.T. | 1858 |

The gentlemen whose names are marked with an asterisk have already served upon the Provisional Bar Committee.

T. C. Hedderwick, Honorary Secretary.

2, Mitre-court Buildings, 16th November, 1883.

Note.—(1) The Attorney-General and Solicitor-General for the time being are *ex officio* members of the committee, and do not therefore require nomination.

(2) There are forty-eight candidates to be elected.

(3) Each member of the bar will have twenty-four votes, which he may bestow as he likes, subject to this proviso, viz :—That he does not give more than twelve votes to any one candidate; the rule being, "one vote for each complete number of two to be elected."

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr Wm. Beriah Brook (London), in the chair. The other directors present were, Messrs. S. H. Asker (Norwich), Edwin Hedger, F. Halsey Janson, John H Kays, Grinham Keen, R. E. Mellersh (Godalming), Richard Penningtcn, Philip Rickman, Henry Roscoe, Herbert T. Sankey (Canterbury), Sidney Smith, W. Melmoth Walters, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £572 was distributed in grants of relief, twenty-six new members were admitted to the association, and other general business was transacted. At the commencement of the meeting, Mr. Wm. Beriah Brook (London), was elected chairman of the board of directors, *vice* Mr. Herbert T. Sankey (Canterbury), whose term of office had expired. Mr. John Stallard, of Worcester, was then proposed as deputy-chairman, and duly elected.

# LAW STUDENTS' JOURNAL.

## CALLS TO THE BAR.

The undermentioned gentlemen were called to the bar on the 17th inst. :

By the Honourable Society of the Inner Temple.—William Benson Richardson, M.A., Oxford, Lord Mayor of York; Thomas Bateman Napier, LL.D., London, holder of a pupil scholarship in equity, awarded by the Inner Temple, February, 1881; first prizeman professors' lectures in Roman law, jurisprudence, and international law, December, 1881; first class honours, common law and equity, London University, 1881; holder of a first-class studentship, awarded by the Council of Legal Education, Hilary, 1882, and of a certificate of honour, second-class, awarded by the same council, Trinity, 1882; Thomas Joseph Bullen; Leonard Gaskell Pike, M.A., Cambridge; Hugh Martin Charters Macpherson, M.A., Cambridge; George Shedden, Cambridge; Clement Kinloch Cooke, B.A., LL.M., Cambridge; Richard Newdigate Blandy, B.A., Oxford; Charles Arnold White, B.A., Oxford; John Barker Wilkin, B.A., Cambridge; Allan Gibson Steel, B.A., Cambridge; Peter Wilson Atkin, B.A., Cambridge; William Ebenezer Gray, B.A., LL.B., Cambridge; Robert Weston Cracroft, B.A., Oxford; Reginald Claud Moore Gillett Gridley, B.A., Cambridge; Robert Bell Turton, B.A., Oxford; George Grey Butler, M.A., Cambridge; John Andrew Hamilton, B.A., Oxford; Harry Knowles Tunstill, M.A., Oxford; Walter Gerald Ponsonby; Herbert Henry Raphael, B.A., LL.B., Cambridge; Gavin Fullarton James, B.A., Cambridge; William Bentinck Balleine Brodrick; James Archibald Duncan, B.A., LL.B., Cambridge; Edward Snow Fordham, B.A., Cambridge; and George Samuel Brown, M.A., Cambridge, Esqs.

By the Honourable Society of the Middle Temple.—Alexander Walmesley Cruickshank; Robert Jones Griffiths, M.A., LL.B., Cambridge University, late Whewell scholar of international law, LL.D., Queen's University in Ireland; Ernest Sutton Saurin, M.A., Brasenose College, Oxford; William Archer, M.A., Edinburgh University; Edward Markwick Theodore John Fisher; William Edward Cleaver, B.A., LL.B., St. John's College, Cambridge; William Andrew George Woods, LL.B. St. John's College, Cambridge, lecture prize in common law, December, 1881, and in real and personal property and equity, December, 1882; Walter Maxwell; Reginald Burnit Morris, Trinity College, Cambridge, first-class real and personal property scholar, Hilary, 1883; Thomas Dale, B.A., LL.M., St. John's College, Cambridge; Richard Smith, B.A., Oxford University; George Thomas Morice, B.A., Lincoln College, Oxford; Robert Wallace, M.A., St. Andrews University; Edward Maxwell Dillon, M.A., LL.D., Dublin University; George Edward Lamplugh, and Campbell Keir Mackintosh, B.A., Esqs.

By the Honourable Society of Lincoln's-inn.—Charles Fortescue Brick-

dale, B.A., Oxford; Laurence Hugh Jenkins, B.A., Oxford; Henry Carnac Brown, B.A., and LL.B., Cambridge; Robert John Parker, B.A., Cambridge; and Frederick Stroud.

By the Honourable Society of Gray's-inn.—Adalbert Ebenezer Hendrickson and Richard Reader Harris, Esqs.

### LAW STUDENTS' DEBATING SOCIETY.

Nov. 13.—A very successful debate upon the question, "Is it desirable to open the legal profession to women?" took place this evening, which Mr. J. P. Hurst opened in the negative. Messrs. Edwards, Hickson, Rhys, and J. C. Wheeler supported the opener, while Messrs. A. Austin, Strickland, Napier, Davies, Spiers, and Pope opposed. After the opener had replied at some length to the arguments used by his opponents, a vote was taken, which resulted in a majority of three for the affirmative. Thirty-nine members were present.

Nov. 20.—The society devoted this evening to the discussion of the question, "Can the exclusive use of the title of a book be claimed under the Copyright Act (5 & 6 Vict. c. 45)?" In the unavoidable absence of Mr. Whitehead, Mr. Elmslie opened the question in the affirmative. The opener had as supporters, Messrs. Baker, Blagg, F. James, W. F. Smith, Gordon-Ross, T. W. Hall (visitor), Windus, and Rhys, while Messrs. Stewart-Smith, T. W. Williams, Hickson, Hill, and Riddell spoke for the negative. After the opener's reply, the chairman summed up, and put the question to the vote, and declared that the negative had a majority of three votes. Thirty-four members were present. The society has reason to congratulate itself upon the good muster of members at its meetings this session, close on forty members having been present at each of the last four meetings. A very interesting subject, "That it is desirable to assimilate the qualifications for the borough and county electorate" will be discussed on Tuesday next, when Mr. Stewart-Smith will open the debate.

## OBITUARY.

### MR. SAMUEL POWELL.

Mr. Samuel Powell, solicitor, of Knaresborough and Harrogate, died at Harrogate, on the 17th inst., at the age of eighty-three. Mr. Powell was born in 1800, and he was admitted a solicitor in 1822, having served his articles with the firm of Atkinson & Bolland, of Leeds. He had practised for about sixty years in Yorkshire, and he was at the time of his death at the head of a legal firm at Harrogate and Knaresborough, being associated in partnership with Messrs. Charles Powell, Frederick Powell, and Charles Albert Powell. He was a perpetual commissioner for the West Riding of Yorkshire, and he held several important appointments, being returning officer for the borough of Knaresborough, and clerk to the Harrogate Burial Board, the Harrogate Improvement Commissioners, and the trustees of the Ripley Free School. Mr. Powell was also solicitor and secretary to the Harrogate Waterworks Company, and under-steward of the forest of Knaresborough. His firm are joint clerks to the county magistrates and the Commissioners of Taxes at Knaresborough.

## LEGAL APPOINTMENTS.

Mr. John Greenway, solicitor, of Plymouth, has been appointed Receiver in Bankruptcy for the Western District. Mr. Greenway was admitted a solicitor in 1854. Mr. Greenway has also been elected Mayor of the Borough of Plymouth for the ensuing year.

Mr. Thomas Anderton, solicitor, of Chorley, has been elected Mayor of that borough for the ensuing year. Mr. Anderton was admitted a solicitor in 1842.

Mr. Richard Marvin, solicitor, of Portsmouth and Southsea, has been elected Mayor of the Borough of Portsmouth for the ensuing year. Mr. Marvin was admitted a solicitor in 1867.

Mr. John Forshaw, solicitor and notary, of Preston, has been elected Mayor of that borough for the ensuing year. Mr. Forshaw was admitted a solicitor in 1860.

Mr. George Edward Gee, solicitor, of Cheeterfield, has been elected Mayor of that borough for the ensuing year. Mr. Gee was admitted a solicitor in 1866.

Mr. William Osbert Edwards, solicitor (of the firm of Louis & Edwards), of Ruthin and Corwen, has been elected Mayor of the Borough of Ruthin for the ensuing year. Mr. Edwards was admitted a solicitor in 1868.

Mr. John Richardson Wood, solicitor, of York, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Wood was admitted a solicitor in 1874.

Mr. John Knox Weatherhead, solicitor (of the firm of Sanderson & Weatherhead), of Berwick-upon-Tweed, has been appointed Under-Sheriff of the Town and County of the Town of Berwick-upon-Tweed for the ensuing year. Mr. Weatherhead was admitted a solicitor in 1873.

Mr. Reginald Hawksworth Barker, solicitor, of Hull, has been appointed Under-Sheriff of the Town and County of the Town of Kingston-upon Hull for the ensuing year. Mr. Barker was admitted a solicitor in 1869.

Mr. Henry Thomas Cole, Q.C., has been elected Treasurer of the Middle Temple for the ensuing year.

Mr. James John Hooper, barrister, has been appointed Judge of County Courts for Circuit No. 20, in succession to Mr. Francis Barrow, resigned. Mr. Hooper is a fellow of Oriel College, Oxford, where he graduated second class in classics in 1847, and he was called to the bar at the Inner Temple in Michaelmas Term, 1852. He is recorder of the borough of South Molton, and junior prosecuting counsel to the Post Office on the Western Circuit.

Mr. Charles George Merewether, Q.C., has been appointed Senior Prosecuting Counsel to the Post Office on the Midland Circuit, in succession to the Hon. Edward Chandos Leigh, Q.C., who has been appointed Counsel to the Speaker of the House of Commons. Mr. Merewether is a graduate of Wadham College, Oxford. He was called to the bar at the Inner Temple in Hilary Term, 1848, and he became a Queen's Counsel in 1877. He is a bencher of the Inner Temple and recorder of the borough of Leicester. He was M.P. for Northampton in the Conservative interest from 1874 till 1880, and in the latter year he presided over the Macclesfield Election Commission.

The Hon. Bernard John Seymour Coleridge, barrister, has been appointed Junior Prosecuting Counsel to the Post Office on the Western Circuit, in succession to Mr. James John Hooper, who has been appointed a judge of county courts. Mr. Coleridge is the eldest son of Lord Coleridge, and was born in 1853. He was educated at Eton and at Trinity College, Oxford, where he graduated second class in modern history in 1875. He was called to the bar at the Middle Temple in June, 1877, and he practises on the Western Circuit, and at the Devonshire, Exeter, Plymouth, and Devonport Sessions. He is secretary to the Lord Chief Justice of England, and in 1870 he was secretary to the Chester Election Commission.

Mr. Henry John Lane, solicitor, of 3, Queen-street-place, Cannon-street, has been elected one of the first members of the Carshalton Local Board of Health.

Mr. Henry William Cripps, Q.C., who has been appointed Chancellor of the Diocese of Oxford, in succession to the late Dr. Swabey, was born in 1815. He was educated at Winchester New College, Oxford, where he graduated B.A. in 1837. He was called to the bar at the Middle Temple in Easter Term, 1840, and he formerly practised on the Oxford Circuit, and at the Parliamentary bar. He became a Queen's Counsel in 1866, and he is recorder of the city of Lichfield, a bencher of the Middle Temple, a magistrate and deputy-lieutenant for Buckinghamshire, and deputy-chairman of quarter sessions for that county.

Mr. William Henry Hyndman Jones, barrister, has been appointed a Member of the Executive Council of the Island of St. Lucia. Mr. Jones was called to the bar at Lincoln's-inn in July, 1878. He is stipendiary magistrate for St. Lucia.

### DISSOLUTIONS OF PARTNERSHIPS.

Frederick John Blake, William Harris, Arthur George Parson, and Charles Thomas Orford, solicitors (Wordsworth, Blake, & Co.), South Sea House, Threadneedle-street, London. November 19. So far as regards the said William Harris. The said Frederick John Blake, Arthur George Parson, and Charles Thomas Orford will continue to carry on the profession at the same address and under the same style of Wordsworth, Blake, & Co.

Henry Jackson and John Sutton Sharpe, solicitors, West Bromwich, Stafford, and 18, Bennett's-hill, Birmingham (Jackson & Sharpe). November 15. [*Gazette*, October 20.]

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE.

Chancery Division.—Order of Court.

Thursday, the 15th day of November, 1883.

Whereas, from the present state of the business before Mr. Justice Kay, Mr. Justice Pearson, and Mr. Justice North respectively, it is expedient that a portion of the causes assigned to Mr. Justice Kay and Mr. Justice Pearson should for the purpose only of trial or hearing be transferred to Mr. Justice North: Now I, the Right Hon. Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Kay and Mr. Justice Pearson to Mr. Justice North, for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

*First Schedule.*

From Mr. Justice Kay (Witness Actions).

| | | | |
|---|---|---|---|
| Barber v Harvey | 1882 | B | 5,719 |
| Pardew v Smith | 1881 | P | 1,641 |
| Briggs v Briggs | 1883 | B | 1,293 |
| Kemble v Bedwell | 1883 | K | 313 |
| Banfield v Armson | 1883 | B | 16 |
| James v Young | 1881 | J | 465 |
| Caspar v Goggs | 1883 | C | 1,506 |
| Johnston v Pate | 1883 | J | 120 |

In re Barnes Bower v Barnes 1882 B 6,428
Cranford v Royal Exchange Assurance Corporation 1883 C 610
Lewin v Jones 1882 L 102
Stephens v Baldwin 1882 S 3,457
Lovejoy v Cooke 1883 L 1,108
Fraser v Province of Brescia Co 1881 F 503
Clarke v Foxley 1882 C 4,648
Mortimer v Wilson Wilson v Mortimer 1882 M 473
In re A and J Williams Williams v Williams 1883 W 506
Blackett v Blackett 1881 B 2,642
Gilroy v France 1883 G 1,021
Beaumont v Beaumont 1883 B 2,258
Aberayron Mutual Ship Insurance Society v Jones 1882 A 816
Brewer v Jones 1882 B 6,455
Heinrichs v Westinghouse 1882 H 2,915
Mayor, &c, of New Windsor v Stovel 1877 N 97
In re J Griffits Pearson v Griffits 1882 G 1,178
Ferguson v Walker 1883 F 268
Hooper v Sewell 1883 H 481
Joseph v Murray Penney v Joseph 1882 J 1,937
In re J Roebuck Scholes v Whitley 1881 R 1,131
Charlesworth v Sykes 1882 C 5,823

*Second Schedule.*

From Mr. Justice PEARSON (Witness Actions).

Barton v Thompson 1882 B 5,446
Hills v Thompson 1882 H 4,194
Jones v Jones 1882 J 1,628
Elliott v Sharp 1882 E 1,486
Woolwich Building Society v Carr 1882 W 2,797
In re S D Hearle West of England, &c, Bank v Cock 1880 H 4,287
Heselwood v Webster Webster v Heselwood 1882 H 23
Doyle v City of Glasgow Life Assurance Co 1882 D 2,332
Parish v Poole 1881 P 508
Snelling v Pulling 1882 S 5,845
Ackers v Ackers 1882 A 1,647
Mayor, &c, of Kingston-upon-Hull v Morton 1882 K 1,139
Miller v Mawson 1883 M 684
Hart v Cottee 1882 H 654
In re Matthews Hider v Powell 1882 M 4,767
Wilkins v Jourdain 1881 W 4,443
Fleming v Crouch 1882 F 1,985
Hardaker v Moorhouse 1883 R 164
Stobbs v Kelsey 1882 S 4,971
Randall v Solicitor for Treasury 1883 R 208
Sanders v Jones 1883 S 283
Edgington v Fitzmaurice 1882 E 920
In re Davies Jones v Jones 1882 D 2,483
Morris v Powis 1882 M 4,170
Robertson v Sharpe 1882 R 2,355
Robinson v Milne Milne v Robinson 1882 R 2,047
Dix v Coventry 1882 D 2,179
Peyton v Saunders 1882 P 2,129
In re Gilbert Webster v Gilbert 1882 G 3,020
In re W Anwyl Jones v Davis 1883 A 343
Gillig v Gillig 1883 T 1,001
Mackreth v Oddy 1882 M 4,842
In re Dawkins Ingram v Chase 1882 D 2,221
In re J Fortnum In re S Lovell Hunt v Fortnum 1883 F 254
Litchfield v Gater 1883 L 928
In re A Sacre Mahoney v Sacre 1883 S 558
Lumsden v Young and ors 1883 L 729
Cradock v Rogers 1883 C 1,199
Williams v Simner 1883 W 1,613
In re Welbourn Hunter v Burton 1883 W 1,805
Bellis v Johnson 1883 B 214
Gent v Metropolitan Brush Electric Light, &c, Co 1883 G 564
Attfield v Rowe Peck v Attfield 1883 A 365
Field v Ford 1883 F 764
Jobbins v Standing 1883 J 626
Mewburn v Vacani 1882 M 1,849
Hooper v Simmons Simmons v Hooper 1883 H 2,816
Cowgill v Rawson 1882 C 2,685
Mendham v Thomas 1883 M 893
Perkins v Angel 1883 P 1,248

SELBORNE, C.

## COUNTY COURTS.

I, the Right Hon. Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, 1875, hereby order that the offices of the county courts may be closed on the 24th, 26th, and 27th days of December, 1883.

Given under my hand this 7th day of November, 1883.

SELBORNE, C.

# COMPANIES.

## WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM NEWSPAPER PUBLISHING COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 10, it was ordered that the company be wound up. Smith and Eldridge, Gt James st, solicitors for the petitioners

BRUSH ELECTRIC LIGHT AND POWER COMPANY OF SCOTLAND, LIMITED.—By an order made by Chitty, J., dated Nov 3, it was ordered that the voluntary winding up of the company be continued. Linklater and Co, Walbrook, solicitors for the company

CENTRAL WYNAAD GOLD MINING COMPANY, LIMITED.—The Vacation Judge has, by an order dated Oct 6, appointed Thomas Stephen Evans, 6, Bucklersbury, to be official liquidator in the place of James Waddell

CHUMLIN VIADUCT WORKS COMPANY, LIMITED.—Butt, J., has, by an order dated Oct 17, appointed Joseph John Saffery, 14, Old Jewry chmbrs, to be official liquidator in the room of James Waddell

DORSET FIRE BRICK AND BLUE CLAY COMPANY, LIMITED.—Petition for winding up, presented Nov 14, directed to be heard before Bacon, V.C., on Saturday, Dec 1. Campbell and Co, Warwick st, solicitors for the petitioner

EAST VAN MINING COMPANY, LIMITED.—Kay, J., has, by an order dated Oct 30, appointed James Charles Bolton, 26, Gt St Helens, to be liquidator in the place of James Waddell

FLAGSTAFF SILVER MINING COMPANY OF UTAH, LIMITED.—The Vacation Judge has, by an order dated Oct 9, appointed Frederick Whinney, 3, Old Jewry, to be official liquidator in the place of James Waddell

GRIMSBY PHŒNIX BUILDING COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 10, it was ordered that the company be wound up. Clarkson and Co, Carter lane, agents for Grange and Wintringham, Great Grimsby, solicitors for the petitioner

JABLOCHKOFF ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Nov 9, directed to be heard before Pearson, J., on Saturday, Nov 24. Beall and Co, Queen Victoria st, solicitors for the petitioners

MONA BREWERY COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 8, it was ordered that the company be wound up. Brooke, Lincoln's inn fields, agents for Turner and Co, Carnarvon, solicitors for the petitioner

STANDARD INVESTMENT, LIMITED.—Chitty, J., has fixed Wednesday, Nov 28 at 12, at his chambers, for the appointment of an official liquidator

WESTERN PROVINCIAL LAND COMPANY, LIMITED.—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Henry White, Clare st, Bristol. Wednesday, Jan 16 at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Nov. 16.]

ABERDARE AND PLYMOUTH COMPANY, LIMITED.—Petition for winding up, presented Nov 19, directed to be heard before Chitty, J., on Saturday, Dec 1. Ullithorne and Co, Field ct, Gray's inn, solicitors for the petitioners

BRITISH COAL COMPANY, LIMITED.—Petition for winding up, presented Nov 15, directed to be heard before Kay, J., Nov 30. Pyke and Minchin, Metal Exchange bldgs, Gracechurch st, solicitors for the petitioners

BRITISH TIMBER COMPANY, LIMITED.—By an order made by Kay, J., dated Nov 9, it was ordered that the voluntary winding up of the company be continued. Sharpe and Co, New ct, Carey st, for Harvey and Co, Liverpool, solicitors for the petitioners

BRUSH ELECTRIC LIGHT AND POWER COMPANY OF SCOTLAND, LIMITED.—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to the liquidators of the company, Dashwood House, New Broad st. Tuesday, Dec 11, at 11, at Dashwood House, is appointed for hearing and adjudicating upon the debts and claims. Linklater and Co, solicitors for the liquidators

FALL CREEK LAKES WATER COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 10, it was ordered that the voluntary winding up of the above company be continued. Renshaws, Suffolk lane, solicitor for the petitioner

GLASGOW OPEN STOCK EXCHANGE, LIMITED.—By an order made by Fry, J., dated Nov 9, it was ordered that the above exchange be wound up. Harwood and Stephenson, Lombard st, solicitors for the petitioner

GROUND RENT AND MORTGAGE INVESTMENT COMPANY, LIMITED.—By an order made by Kay, J., dated Nov 9, it was ordered that the above company be wound up. Freeman and Winthrop, Bedford row, solicitors for the petitioner

HANTS AND BERKS FARMERS' CO-OPERATIVE STEAM PLOUGHING AND CULTIVATING COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 10, it was ordered that the above company be wound up. Flux and Leadbitter, Leadenhall st, solicitors for the petitioner

LAND AND WATER, LIMITED.—By an order made by Bacon, V.C., dated Nov 10, it was ordered that the above company be wound up. Hatchett-Jones and Letcher, Mark lane, solicitors for the petitioners

MASKELYNE'S CHECKING APPARATUS COMPANY, LIMITED.—Creditors are required, on or before Dec 20, to send their names and addresses and the particulars of their debts or claims to Henry Newson Smith, 37, Walbrook. Friday, Jan 11 at 12, is appointed for hearing and adjudicating upon the debts and claims.

SWANSEA ZINC ORE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 10, it was ordered that the company be wound up. Newman and Co, Cornhill, solicitors for the petitioner.

VULCAN IRON WORKS COMPANY, HULL, LIMITED.—Petition for winding up, presented Nov 16, directed to be heard before Pearson, J., on Dec 1. Steavenson and Couldwell, Gracechurch st, agents for Wellburn, Scarborough, solicitor for the petitioners.

[*Gazette*, Nov. 20.]

UNLIMITED IN CHANCERY.

HEELEY FREEHOLD LAND SOCIETY.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims to John Gregory, jun, Sheffield. Wednesday, Dec 19 at 12 is appointed for hearing and adjudicating upon the debts and claims

NETHERTHORPE FREEHOLD LAND SOCIETY.—Petition for winding up, presented Nov 9, directed to be heard before Chitty, J., on Nov 24. Ridsdale and Son, Gray's inn sq, agents for Nicholson and Co, Wath upon Dearne, solicitors for the petitioners.

[*Gazette*, Nov. 16.]

BRISTOL, CLIFTON, AND WEST OF ENGLAND CO-OPERATIVE SUPPLY ASSOCIATION.—Creditors are required, on or before Dec 20, to send their names and addresses and the particulars of their debts or claims to Edward Gustavus Clarke, Bristol. Jan 11, at 11, is appointed for hearing and adjudicating upon the debts and claims.

[*Gazette*, Nov. 20.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ADVANCE AND DISCOUNT ASSOCIATION, LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to William Francis Terry, 1, Fenwick st, Liverpool. Thursday, Dec 27, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Nov. 20.]

STANNARIES OF CORNWALL.

UNLIMITED IN CHANCERY.

NORTH HERODSFOOT MINING COMPANY.—By an order made by the Vice-Warden, dated Oct 17, it was ordered that the company be wound up. Hodge and Co, Truro, solicitors for the petitioner

[*Gazette*, Nov. 20.]

FRIENDLY SOCIETIES DISSOLVED.

MECHANICS UNION SOCIETY, Flower Pot Inn, West Bromwich, Stafford. Nov 12
SWAFFHAM BENEFIT BURIAL SOCIETY, Red Lion Inn, Market pl, Swaffham, Norfolk. Nov 13
WEDNESBURY MUTUAL FRIENDLY SOCIETY, School-room, Church hill, Wednesbury, Stafford. Nov 13

[*Gazette*, Nov. 16.]

## RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, 58, Lombard-street, E.C., on the 22nd inst., the following were among the prices obtained:—London, Edinburgh, and Glasgow Assurance £1 shares, 10s. paid, 8s.; United Horse Nail, 10s. 6d.; Manchester, Bury, Rochdale, and Oldham Steam Trams, £9 10s.; Commercial Bank of Alexandria, £3 paid, £2 6s. 6d.; Yuba River, 2s. 9d.; Victoria Gold, 15s. 6d.; State of Alabama Bonds, 1½ per cent.; and other miscellaneous securities fetched fair prices.

A prospectus has been issued of the "Hamburgh, Altona, and North-Western Tramways Company, (Limited)," which is formed to acquire and work a system of lines passing through some of the principal streets of the towns named, and communicating with populous suburbs. The total length of the system is about twelve miles. Of this distance about seven miles have already been constructed, and has been at work for several months. The capital is £100,000, in shares of £10 each.

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Court of Appeal. | V. C. Bacon. | Mr. Justice Kay. |
|---|---|---|---|
| Monday, Nov. | 26 Mr. Ward | Mr. Jackson | Mr. Farrer |
| Tuesday | 27 Pemberton | Cobby | Teesdale |
| Wednesday | 28 Ward | Jackson | Farrer |
| Thursday | 29 Pemberton | Cobby | Teesdale |
| Friday | 30 Ward | Jackson | Farrer |
| Saturday, Dec. | 1 Pemberton | Cobby | Teesdale |
| | Mr. Justice Chitty. | Mr. Justice North. | Mr. Justice Pearson. |
| Monday, Nov. | 26 Mr. Clowes | Mr. Carrington | Mr. King |
| Tuesday | 27 Koe | Lavie | Merivale |
| Wednesday | 28 Clowes | Carrington | King |
| Thursday | 29 Koe | Lavie | Merivale |
| Friday | 30 Clowes | Carrington | King |
| Saturday, Dec. | 1 Koe | Lavie | Merivale |

# CREDITORS' CLAIMS.

## CREDITORS UNDER ESTATES IN CHANCERY.

### LAST DAY OF PROOF.

ARNOLD, JOHN, Brewer st, Golden sq, Eatinghouse Keeper. Dec 7. Rye v Parsons, Chitty, J. Rye, Golden sq

BERRY, JOSEPH, King Edward rd, South Hackney, Rag and Bone Merchant. Dec 7. Mason v Berry and Shellard, Chitty, J. Heathfield, Lincoln's inn fields

BRUNT, JANE GRATTON, Sidney st. Commercial rd East. Dec 7. Brunt v Pearce, Chitty, J. Pritchard, Gracechurch st

BRUNT, WILLIAM, Sidney sq, Commercial rd, Publican. Dec 7. Brunt v Pearce, Chitty, J. Pritchard, Gracechurch st

FANSHAWE, ROBERT, Eckington, Derby, Nail Manufacturer. Dec 4. Royston v Fanshawe, Chitty, J. Dust, Eckington

FAWTHROP, JOSEPH, Queensbury, near Halifax, Surgeon. Dec 7. Sutcliffe v Fawthrop, Chitty, J. Sutcliffe, Hebden Bridge

KELLER, LOUIS, Palmer's Green, Southgate, Gent. Dec 10. Keller v Keller, Kay, J. Baker, Birmingham

MILES, WILLIAM GOOD, Wexcombe, Wilts, Yeoman. Dec 3. Miles v Miles, Pearson, J. Cavell, College hill

THORNTON, EBENEZER, Bradford, York, Hot Water Engineer. Dec 8. Parkinson v Thornton, Pearson, J. Green, Gloucester

VACY, MARY MARSH KINGDON, Barnstaple, Devon. Dec 8. Box v Websdale, Pearson, J. Tucker, Barnstaple

WILKINSON, MARY ANN BOWYER, Harborne, Stafford, Metal Plater. Dec 15. Wilkinson v Wilkinson, Chitty, J. Baker, Birmingham

[*Gazette*, Nov. 9.]

## CREDITORS UNDER 22 & 23 VICT. CAP. 35.

### LAST DAY OF CLAIM.

ANSELL, JOHN, Evesham, Worcester, Bookseller. Dec 10. Byrch and Cox, Evesham

BELLERS, ELIZA, Malvern Link, Worcester. Dec 30. Hughes and Brown, Worcester

BERKELEY, WILLIAM CHRISTOPHER, Nanaimo, British Columbia, Canada, Accountant. Dec 8. Collyer-Bristowe and Co, Bedford row

BORRADAILE, ELIZABETH, St Leonards on Sea, Sussex. Jan 1. Woodrooffe and Co, New sq, Lincoln's inn

BRADBURY, THOMAS, Kingsley, Stafford, Farmer. Dec 15. Thacker and Cull, Cheadle

BRINE, SARAH SOPHIA, Shapwick, Dorset. Nov 30. Tanner, Wimborne Minster

CARELESS, THEODOSIA, Great Comberton, Worcester. Dec 10. Byrch and Cox, Evesham

CARRELL, ROBERT, Brixton rd, Esq. Dec 15. Muggeridge, Brixton rd

CARRELL, ROBERT HENRY, Hackford rd, Brixton, Gent. Dec 15. Muggeridge, Brixton rd

DALE, THOMAS, Fellow of Trinity College, Cambridge. Dec 1. Francis and Francis, Cambridge

GAUNT, JOHN SMITH, Alvechurch, Worcester, Surgeon. Dec 31. Sanders, Bromsgrove

GRAHAM, THOMAS, Leicester, Gent. Dec 21. Kirby, Leicester

GREENSALL, JOHN, Edgbaston, Warwick, Gent. Nov 30. Colmore, Birmingham

HARRIS, WILLIAM, sen., Nottingham, Timber Merchant. Jan 15. Thorpe Merchant. Jan 15. Thorpe and Thorpe, Nottingham

MORLEY, WILLIAM, jun, Streatham, Surrey. Feb 1. Baileys and Co, Berners st

PENNINGTON, JOHN RICHARDSON, Rock Ferry, Chester. Nov 16. Lynch and Teebay, Liverpool

PIERCE, JOSEPH, High Wycombe, Buckingham, Builder. Dec 22. Marshall, High Wycombe

HUBAND, ALFRED, Evesham, Worcestershire, Gent. Dec 10. Byrch and Cox, Evesham

PRENTICE, MARY ANN, Lowther rd, Liverpool rd, Holloway. Jan 1. Ashbridge, Whitechapel rd

RAW, LEONARD, Llandudno, Carnarvon, Builder. Dec 24. Chamberlain, Llandudno

RIDGWAY, JOHN, Heaton Norris, Lancaster. Jan 31. Whitaker, Duchy of Lancaster office, Lancaster pl, Strand

ROWLAND, WILLIAM, Welshpool, Montgomery, Licensed Victualler. Dec 10. Jones, Welshpool

SERCOMBE, HARRIETT ANN, Scarsdale villas, Kensington. Nov 30. Miller and Co, Copthall ct

SKOULDING, GEORGE SMITH FREDERICK, Great Yarmouth, Norfolk, Chemist. Dec 14. Kennett, Norwich

SOWBY, JOHN, Staddlethorpe, York, Farmer. Dec 10. England and Son, Goole

STEPHENS, FREDERICK ROBERT, Kingsland rd, Gent. Dec 31. Warburton and De Paula, West st, Finsbury circus

TURNER, ANNE, Worcester. Dec 15. Hughes and Brown, Worcester

WHEELER, THOMAS, Rock, Worcester, Esq. Dec 30. Hughes and Brown, Worcester

WOODS, HENRY, Blairmore, Woodberry Down, Gent. Dec 14. Munns and Longden, Old Jewry

WYBBS, RICHARD CAREW, Redditch, Worcester, Needle Manufacturer. Dec 31 Sanders, Bromsgrove

[*Gazette*, Nov. 6.]

APPLEYARD, THOMAS, Washington, Durham, Newsvendor. Nov 27. Arnott and Swan, Newcastle on Tyne

BOUDON, SOPHIA, Finchley rd, St John's Wood. Dec 15. Oliver, Corbet ct

CAREW, HENRIETTA, Torquay, Devon. Jan 1. Carew, Southampton st, Bloomsbury

CARPENTER, ELIZA, Torrington sq. Nov 30. Clarkson and Co, Carter lane, Doctors' commons

CARTER, MARTHA, Longcot, Berks. Dec 24. Crowdy and Son, Faringdon

CUTLER, ROBERT, Blackburn, Lancaster, Rent and House Agent. Dec 10. Darley, Blackburn

DAGLISH, ROBERT, St Helen's, Lancaster, Engineer. Dec 31. Whitley and Co, Liverpool

DANBY, WILLIAM, Saltburn by the Sea, York, Boot and Shoe Dealer. Jan 21. Thompson, Middlesbrough

DAVIS, EMMA, Mickleton, Gloucester, Baker. Dec 15. Ward and Co, Northleach

DONNE, WILLIAM STEPHENS, Castle Cary, Somerset, Manufacturer. Dec 22. Buss, Castle Cary

EMPSON, SAMUEL, Nottingham, Gent. Jan 30. Barber and Bowly, Nottingham

EVANS, WILLIAM, Kingston, Surrey, Gent. Nov 21. Hopgood and Co, Whitehall pl

FRESHWATER, JOHN, Burton upon Trent, Stafford, Carpenter. Dec 15. Jennings and Co, Burton upon Trent

GEPP, THOMAS MORGAN, Chelmsford, Essex, Gent. Dec 12. Gepp and Sons, Chelmsford

GREEN, JOHN BARCHAM, Maidstone, Kent, Paper Manufacturer. Dec 15. Tilleard and Co, Old Jewry

HARRIS, JOSEPH, South Brent, Somerset. Dec 5. Bate and Son, Bridgwater

HUGHES, MARIA, Tenby, Pembroke. Dec 8. Stokes, Tenby

JENNINGS, BENJAMIN, Bury St Edmunds, Wine and Spirit Merchant. Jan 1. Salmon and Son, Bury St Edmunds

JOHNSON, ELEANOR, Cheltenham, Gloucester. Dec 20. Eades, Evesham

KIRK, THOMAS, Jarrow, Durham, Gent. Dec 31. Clayton and Gibson, Newcastle upon Tyne

LOVE, WILLIAM GARDNER, Burwash, Sussex, Farmer. Dec 14. Andrew and Cheale, Tunbridge Wells

MAVIS, JAMES, Jarrow, Durham, Hotel Manager. Dec 31. Clayton and Gibson, Newcastle upon Tyne

MIDDLETON, RICHARD THOMAS, Islington, Newspaper Proprietor. Dec 10. Pattison and Co, Queen Victoria st

MOON, WILLIAM, Lincoln's inn fields, Solicitor. Dec 31. Moon and Gilks, Lincoln's inn fields

ORMOND, SARAH ELIZABETH, Tenby, Pembroke. Dec 8. Stokes, Tenby

SABINE, Sir EDWARD, Queen's rd, Richmond, K.C.B., General Royal Artillery. Dec 10. Tweedie, Lincoln's inn fields

SHEEWOOD, RICHARD WILLIAM, Wellingborough, Northampton, Solicitor. Dec 18. Parker, Wellingborough

SIDEBOTTOM, MARY ANN, Heaton Norris, Lancaster. Nov 30. Hampson, Manchester

SMITH, RICHARD, Bradley Green, nr Redditch, Worcester, Farmer. Dec 31. Sanders, Bromsgrove

SPENCER, ANTHONY, Saltburn by the Sea, York, Grocer. Jan 21. Thompson, Middlesbrough

SQUIRE, WILLIAM, Feltham hill, Druggist. Dec 31. Paines and Co, Gresham House

TALLENTS, GODFREY, Ashover, Derby, Gent. Dec 1. Potter, Matlock Bridge

THACKERAY, MARTHA MARY, Roughton Hall, nr Horncastle, Lincoln. Dec 25. Clarke and Hewlett, Brighton

VARLEY, CROMWELL FLEETWOOD, Bexley Heath, Civil Engineer. Jan 8. Sharpe and Co, Bridge st, Westminster

VAUX, SARAH, Normanton, York, Farmer. Jan 1. Harrison and Beaumont, Wakefield

WALKER, JOHN, Rolleston, Stafford, Farmer. Dec 15. Jennings and Co, Burton on Trent

WALKER, JOSEPH, Redbourne, Lincoln, Gent. Dec 4. Howlett and Son, Kirton in Lindsey

WALTERS, LAWRENCE CULVERY, Croydon, Surrey, Broker. Dec 1. Stenning, Walbrook

WHITBY, CATHARINE, Atherstone, Warwick. Dec 1. Sale, Atherstone

WICKHAM, FRANCES EMILY, Winchester, Southampton. Nov 30. Clarkson and Co, Carter lane, Doctors' commons

WINSTON, Most Noble JOHN, Duke of Marlborough, K.G. Dec 10. Milward and Co, Birmingham

WRIGHT, THOMAS, Stoke Newington, Gent. Dec 20. Mills and Co, Brunswick pl, City rd

[*Gazette*, Nov. 9.]

ANSELL, ROBERT, Ipswich, Suffolk, Gent. Dec 6. Notcutt and Son, Ipswich

BARFORD, THOMAS, Leytonstone, Essex, Licensed Victualler. Jan 1. WRAGE, Great St Helen's

BOOTH, JAMES, Chadderton, Lancaster, Cotton Spinner. Dec 31. Wrigley and Morecroft, Oldham

BOYSE, LUCY ELIZABETH, Colebrook row, Islington. Dec 14. Keays, Charles st, St James's

BRACKENBURY, HENRY, Pall Mall, Wine Merchant. Dec 15. Boxall and Boxall, Chancery lane

CASTLEMAN, ANNE, Chettle, Dorset. Jan 16. Smith, Blandford

CASTLEMAN, EDWARD, Chettle, Dorset, Esq. Jan 16. Smith, Blandford

CURTIS, ELIZABETH, Archway rd, Highgate. Dec 18. Ingoldby and Buckley Finsbury sq

DOUBLEDAY, EDWARD, Long Clawson, Leicester, M.D. Dec 31. Oldham and Marsh, Melson Mowbray

FELLOWES, ALFRED REEVE, Byfleet, Surrey, Esq. Dec 31. Lott, Great George st, Westminster

FITZGERALD, EDWARD, Woodbridge, Suffolk, Esq. Feb 12. Moor, Woodbridge

FITZ-GERALD, HENRY CHARLES, Plymouth, Devon, Lieutenant Colonel in her Majesty's Army. Dec 12. Bryett and Hare, Totnes

FRANCE, HENRY, Maida vale, Gent. Jan 9. Dalston, Piccadilly

GOULD, GERARD FRANCIS, South st, Park lane. Dec 31. Tweedie, Lincoln's inn fields

HAWORTH, MARGARETTA, Southport, Lancaster. Jan 1. Darbishire and Tatham, George st, Manchester

HESKETH, JAMES, Wigan, Lancaster, Innkeeper. Dec 12. Pence and Ellis, Wigan

HICKING, GEORGE, Loscoe, Derby, Colliery Clerk. Nov 30. Peake, Ripley

HUNT, WILLIAM, New Sleaford, Lincoln, Draper. Dec 24. Rodgers and Jessopp, Sleaford

JOHNSON, GEORGE, Walsingham rd, Upper Clapton, Gent. Dec 31. Hubbard, London Joint Stock Bank Chambers, West Smithfield

MARTIN, JAMES, Shipbourne, Kent, Farmer. Dec 8. Hores and Pattison, Lincoln's inn fields

POOLE, JOHN, Brixton hill, Streatham. Dec 24. Stoneham and Co, Philpot lane, Fenchurch st

RAIN, JOSEPH HENRY, East Boldon, Durham, Agent. Nov 23. Bell, Sunderland

SCOTT, Dame ALICIA ELIZA, Cromwell rd, South Kensington. Dec 8. Baker, 66 George st, Westminster

SMYTH, EMILY, Cambridge ter, Regent's pk. Dec 27. Cookson and Co, New sq, Lincoln's inn

TYRER, JOHN, Sheffield, Wine and Spirit Merchant. Dec 3. Gee, Sheffield
WHITE, ROBERT, North Kyme, Lincoln, Farmer. Dec 22. Rodgers and Jessopp, Sleaford
WILTON, GEORGE, Rotherhithe, Surrey, Licensed Victualler. Dec 31. Hawks and Co, Borough High st, Southwark
WOOD, CHARLOTTE, Ryde, Isle of Wight. Jan 1. Ratcliffe, Ryde

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BARRY, JAMES, Church rd, Willesden, Whisky Merchant. Dec 12. Reed and Co, Guildhall chbrs, City
BRUNT, HANNAH, Hope, Derby. Dec 31. Bennett and Co, Buxton
CAMPOFLORIDO, FRANCISCO, Malaga, Spain, Gent. Dec 16. Selwin, Mincing lane
CARTER, ELIZABETH, Goadby Marwood, Leicester. Dec 15. Corser and Co, Wolverhampton
CARTER, JAMES, the Grove, Hammersmith, Gent. Dec 29. Meynell, Castle st, Holborn
CASE, FREDERICK MIDDLETON, Godmanchester, Huntingdon, Gent. Dec 17. Hunnybun, Huntingdon
DIGBY, GEORGE DIGBY WINGFIELD, Sherborne Castle, Dorset. Jan 15. Bennett and Co, New sq, Lincoln's inn
FITZGERALD, EDWARD, Woodbridge, Suffolk, Esq. Feb 12. Moor, Woodbridge
GREEN, JOHN BARCHAM, Maidstone, Paper Manufacturer. Dec 15. Tilleard and Co, Old Jewry
HANNAM, JOHN, Thruscross, York, Farm Servant. Dec 15. Rudd, Liverpool
HEAVER, EDWARD, East Grinstead, Farmer. Dec 18. Head, East Grinstead
HERBERT, Rev WILLIAM, Llanfairisgaer, Carnarvon. Nov 28. Roberts, Bangor
HUGHES, JOHN, Gt Peter st, Westminster. Dec 22. Young and Co, St Mildred's ct, Poultry
KENDALL, THOMAS MITCHELSON, Pickering, York, Esq. Dec 31. Whitehead, Pickering
LANE, JOHN, Stratford upon Avon, Warwick, Solicitor. Jan 15. Lane, Stratford upon Avon
LEES, EMMA, Ashton under Lyne, Lancaster. Dec 17. Clayton and Wilson, Ashton under Lyne
MALCOLMSON, DAVID, Liverpool. Dec 20. Duncan and Son, Liverpool
MATTHEWS, WILLIAM EDWARDS, Eardisland, Hereford, Farmer. Dec 8. Lloyd and Son, Leominster
MORGAN, GEORGIANA, Portsea, Southampton. Jan 1. Edgcombe and Co, Portsea
OGDEN, HERBERT HAWKS, Walford rd, Stoke Newington, Stationer. Dec 7. Davie, New inn, Strand
PARKS, JANE, Fairfield, nr Manchester. Dec 10. Weston and Co, Manchester
PARTRIDGE, CHARLES, Kidderminster, Worcester, Builder. Dec 15. Talbot, Kidderminster
PHILPOT, VALENTINA, Chesterton rd, North Kensington. Jan 17. Burgoynes and Co, Oxford st
REILLY, Sir FRANCIS SAVAGE, Delahay st, Westminster, Q.C., K.C.M.G. Jan 7. Lawrence and Co, New sq, Lincoln's inn
ROGERS, JOHN JOSEPH, Faversham, Kent, Hotel Proprietor. Dec 24. Tassell, Faversham
ROGERS, MARTHA, Bentinck ter, Regent's park. Dec 14. Baileys and Co, Berners st
ROUGH, JANE, Newcastle upon Tyne. Jan 1. Joel and Co, Newcastle upon Tyne
SECKER, ELIZABETH ANNA MARIA, Cheltenham, Gloucester. Dec 8. Ticehurst, Cheltenham
SMITH, EDWARD, Buckingham Palace rd, Silversmith. Feb 1. Dowse, New inn, Strand
TICKLE, JOSEPH HOLLICK, Linden gdns, Esq. Jan 10. Lyne and Holman, Gt Winchester st
LA TOUCHE, CECILIA, Brighton, Sussex. Jan 13. Sladen, King's Arms yard, Coleman st
WARD, HENRY ROOTSEY, Ipswich, Suffolk, Wine Merchant. Dec 31. Westhorp, Ipswich
WOODS, HENRY, Bishopsgate st Without, Provision Merchant. Dec 17. Munns and Longden, Old Jewry
YELF, ROBERT, Uplands, nr Ryde, I.W., Gent. Dec 3[illegible]. Lane, Stratford upon Avon

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## SALE OF ENSUING WEEK.

Nov. 28.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Shares in Leasehold Property and Ground-rents (see advertisement, Nov. 10, p. 18).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

ELDRED.—Nov. 17, at 50, Redcliffe-square, S.W., the wife of Vincent J. Eldred, solicitor, prematurely, of a daughter, stillborn.
HEATHFIELD.—Nov. 16, at The Poplars, St. George's-square, Regent's-park, the wife of W. H. Heathfield, solicitor, of a son.

### DEATHS.

ALDRIDGE.—Nov. 16, Joseph Aldridge, jun., solicitor, of 27, Montague-place, Russell-square, W.C., aged 42.
POWELL.—Nov. 17, at Craven Lodge, Harrogate, Samuel Powell, solicitor, aged 83.

# LONDON GAZETTES.

**Bankrupts.**

FRIDAY, Nov. 16, 1883.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Hutchinson, Alexander Paul, Poultry, Accountant. Pet Nov 14. Brougham. Nov 27 at 12
Rayner, Edward, Crosby Hall chmbrs, Bishopsgate st Within, Tallow Broker. Pet Nov 10. Brougham. Nov 28 at 12.30
Swain, Henry, Gresham st. Pet Nov 14. Brougham. Nov 26 at 1

To Surrender in the Country.

Baskcomb, George Henry, Chislehurst, Kent. Pet Oct 12. Rowland, Croydon, Nov 27 at 3
Haworth, Charles, Manchester, Stock and Share Broker. Pet Nov 12. Lister. Manchester, Dec 3 at 12.30
Holloway, John Thomas, Duffield, Derby, Commission Agent. Pet Nov 13. Weller. Derby, Nov 27 at 12
Hopcroft, Thomas Fay, Dorking, Surrey, Surgeon. Pet Nov 12. Rowland. Croydon, Dec 7 at 2
Kirkman, Robert, Scorthwaite, York, Farmer. Pet Nov 14. Perkins. York, Nov 28 at 11
Wardroper, Edwin, Chichester, Sussex, Major in the 2nd Battalion Royal Sussex Regiment. Pet Nov 14. Jones. Brighton, Dec 5 at 12

TUESDAY, Nov. 20, 1883.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Maddison, Edward Charles, Lombard st, Stock and Share Dealer. Pet Nov 16. Hazlitt. Dec 5 at 12
Swan, Thomas, Mansfield st, Kingsland rd, Manager to a Licensed Victualler. Pet Nov 4. Pepys. Dec 5 at 11

To Surrender in the Country.

Clarke, John Hope, Holyrood, Prestwich, near Manchester, Cotton Broker. Pet Nov 15. Hulton. Salford. Dec 5 at 11
Prentis, Walter, jun, Sittingbourne, Kent, Coal Merchant. Pet Nov 16. Hayward. Rochester, Dec 6 at 2
Slatter, Charles William, Moreton in Marsh, Gloucester, Millwright. Pet Nov 15. Fortescue. Banbury, Dec 1 at 11
Travis, Frederick, Liverpool, Oil Merchant. Pet Nov 17. Bellringer. Liverpool, Dec 3 at 12
Wade, Philip, Beckenham, Kent, Builder. Pet Oct 23. Rowland. Croydon, Dec 7 at 12

## BANKRUPTCIES ANNULLED.

TUESDAY, Nov. 20, 1883.

Crespigny, Sir Claude Champion de, Queen's gate, Hyde park, Baronet. Nov 15
Meric, Henry Eugene de, Leicester pl, Leicester sq, Doctor of Medicine. Nov 15

**Liquidations by Arrangement.**

## FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov 16, 1883.

Arnold, Rev George Moss Brock, Bristol. Nov 29 at 3 at office of Wansbrough, Lion chbrs, Broad st, Bristol
Artus, Robert, York st, Blackfriars rd, Builder. Dec 3 at 2.30 at office of Yates, Essex st, Strand
Austin, Richard Barnes, East Moulsey, Civil Engineer. Dec 3 at 3 at Guildhall Tavern, Gresham st. Curtis, Old Jewry chbrs
Barber, Annie, Hove, Sussex, Poulterer. Dec 1 at 12 at office of Kisch, Church rd, Hove
Barber, William, Goostrey, Chester, Potato Dealer. Dec 5 at 11 at Red Lion Inn, Holmes Chapel, Fletcher, Northwich
Barker, Benjamin, Preston, Commercial Traveller. Dec 5 at 3 at 16, Winckley st, Preston. Clarke, Preston
Bates, Frederick, Sowerby Bridge, York, Machine Maker. Dec 1 at 3 at office of Rhodes, Commercial Bank chbrs, Crown st, Halifax
Beddard, John, Kingswinford, Stafford, Grocer. Nov 27 at 3 at office of Clulow, High st, Brierley hill
Binnie, James, Malton, York, Horse Trainer. Nov 29 at 11 at office of Bartliff, Market pl, Malton
Bishop, Philip, Neath, Glamorgan, Fishmonger's Assistant. Nov 29 at 11 at office of Davies, Alma pl, Neath
Blackett, John, Thirsk, York, Coal Merchant. Nov 28 at 2 at office of Cass, Kirkgate, Thirsk
Blyther, George Francis, Church rd, Tottenham, out of business. Nov 30 at 3 at office of Wolferstan and Co, Ironmonger lane, Cheapside
Bridgwood, Henry, Barrow in Furness, Boot Manufacturer. Nov 29 at 2 at Station Hotel, Carnforth. Jeavons, Barrow in Furness
Burn, William, Stockton on Tees, Milliner. Nov 29 at 12 at Queen's Hotel, Leeds. Newby and Watson, Stockton on Tees
Burridge, Walter John, Lena gdns, Hammersmith, Builder. Dec 5 at 3 at Inns of Court Hotel, Holborn. Marshall, King st West, Hammersmith
Caines, Robert, Bristol, Shopkeeper. Nov 24 at 12 at office of Andrews, Nicholas st, Bristol
Cooper, Henry, Sheffield, Grocer. Nov 29 at 11 at office of Porrett, Bank st, Sheffield
Cooper, James, Manchester, Licensed Victualler. Dec 3 at 3 at office of Grundy and Co, Princess st, Manchester
Cope, Edwin, Nottingham, Colliery Agent. Nov 30 at 3 at office of Martin, Low pavement, Nottingham
Crook, Frederick, New Swindon, Painter. Nov 27 at 10 at office of Wilton and Withy, Albion bldgs, New Swindon
Cross, Clement, Bristol, Book Agent. Nov 27 at 2 at office of Clifton and Carter, Broad st, Bristol
Dakin, Joseph, Matlock, Derby, Marble Worker. Dec 5 at 2 at County Hotel, St. Mary's gate, Derby. Stone. Wirksworth
Darlington, George, Kentish Town rd, Tobacco Manufacturer. Nov 26 at 2 at office of Steer and Knight, Basinghall st. Eastwood, Gt St Helens
Dean, John, Eccles, nr Manchester, Boot Dealer. Dec 3 at 11 at office of Smith and Sykes, King st, Manchester
Deane, Sarah, Provost st, Hoxton, Cheesemonger. Nov 30 at 3 at office of Pearce and Sons, Giltspur st
Dent, William, Oak Tree Inn, Darlington, Butcher. Nov 29 at 3 at office of Wilkes and Wilkes, Northgate, Darlington
Dickinson, Sarah, Blackpool, Fruit Dealer. Dec 3 at 12 at office of Ward, Clifton chbrs, West st, Blackpool
Dix, Robert, and William Dix, Coldharbour lane, Camberwell, Meat Salesmen. Nov 23 at 3 at Inns of Court Hotel, Holborn. Armstrong, Fleet st
Dyer, Edward, Nottingham, Cab Proprietor. Nov 28 at 3 at office of Clifton, St Peter's chbrs, Nottingham
Elliott, Thomas, South Stockton, York, Bootmaker. Nov 29 at 3 at office of Stewart, Feethams, Darlington
Etches, John Clifford, Wistaston, nr Nantwich, Chester, Farmer. Nov 28 at 3 at office of Cooke, Temple chbrs, Oak st, Crewe
Falkons, Thomas, Sunderland, Boot Dealer. Nov 30 at 3 at office of Bell, Lambton st, Sunderland
Fawcett, John Edmund, Oldham, Lancaster, Stonemason. Nov 29 at 3 at office of Griffiths, Clegg st, Oldham
Fellows, George, Taffs Well, Glamorgan, Commission Agent. Dec 1 at 12 at office of Batchelor and Belcher, St Mary st, Cardiff
Fenwick, Robinson, Accrington, out of business. Nov 29 at 3 at Abbey st, Accrington. Priestley, Accrington
Friedenburgh, Frederick, Southampton row, Holborn, Brush and Fancy Merchant. Nov 30 at 3 at office of Munton and Morris, Queen Victoria st
Frost, Arthur Winter, and John William Chell, Oldbury, Worcester, Drysalters. Nov 27 at 11 at office of Shakespeare, Church st, Oldbury
Gee, Arthur, Stafford, Builder. Nov 28 at 12.30 at London and North-Western Hotel, Stafford. Collis, Stourbridge
Geere, Mathew, Sittingbourne, Kent, Builder. Nov 29 at 11 at office of Gibson, West st, Sittingbourne
Goldstone, Simon, Blackburn, Lancaster, Tailor. Dec 4 at 2 at Mitre Hotel, Cathedral gates, Manchester. Needham, Blackburn
Gore, Frederick, and Francis Gore, Salford, Cabinet Makers. Nov 28 at 3 at office of Thomson, Victoria st, Manchester
Graffy, Joseph, the Quadrant, Tulse hill, Baker. Nov 23 at 3 at office of Fenton and Phillips, Worship st, Finsbury
Harvey, John, Newcastle under Lyme, Stafford, Hosier. Nov 27 at 12 at Saracen's Head, Hotel, Hanley. Snow, Hanley
Hellwig, Hermann, Prince's rd, Notting hill, Baker. Nov 26 at 3.30 at 58, Mark lane. Eves, Mark lane

Hempsted, George, and Nathaniel Hempsted, Cow Cross st, Engineers. Nov 29 at 2 at Inns of Court Hotel, Holborn. Angier, Chancery lane
Henry, Hugh Gordon, Pickering, York, Farmer. Nov 28 at 12 at office of Walker and Co, Pickering
Hibbert, William, Hanley, Hatter. Nov 27 at 3 at office of Snow, Cheapside, Hanley
Highmoor, George Samuel, Kingston upon Hull, Chemist. Nov 27 at 2 at office of Pickering, jun, Parliament st, Kingston upon Hull Dunn
Hogg, James, Exeter st, Strand, Publisher. Dec 6 at 2 at Guildhall Tavern, Gresham st. Montagu, Bucklersbury
Hole, Charles Joseph, Bristol, Auctioneer. Nov 30 at 2 at office of Burges and Co, St Stephen st, Bristol
Horobin, Edward, Long Eaton, Derby, no occupation. Nov 30 at 10 at office of Truman, Poultry arcade, Nottingham
Houldershaw, William, Heckmondwike, York, Glass Dealer. Nov 28 at 3 at office of Shaw, Bond st, Dewsbury
Hull, George Henry, Albert rd, Battersea, Coroner. Nov 30 at 4 at office of Murrough, Gt James st, Bedford row
Inott, Charles Elliott, Derby, Hairdresser. Dec 4 at 3 at office of Mole and Stone, Full st, Derby
Jackson, Sarah, Manchester, Fruiterer. Nov 29 at 3 at office of Peacock and Gracie, Cross st, Manchester
Jarrett, Charles, Deal, Kent, Dairyman. Nov 30 at 12 at 67, High st, Sittingbourne. Hayward and Smith, Rochester
Johnson, William, Newcomen st, Borough, Carman. Dec 3 at 3 at office of Lee, Gresham bldgs, Basinghall st
Kidd, William, Penrith, Cumberland, Grocer. Nov 29 at 2.30 at office of Arnison and Co, St Andrew's pl, Penrith
King, Thomas Emanuel, Bishop's Hull, Somerset, Carpenter. Nov 29 at 11 at office of Crawshaw, East st, Taunton
King, William, Birkenhead, Boot Dealer. Nov 29 at 2 at office of Cox, Westminster chbrs, Liverpool
Lawrence, William, Haxey, Lincoln, Farmer. Nov 29 at 3 at Red Lion Inn, Epworth. Lodge, Wakefield
Lester, Ambrose, Northampton, Beerseller. Nov 28 at 11 at office of Becke and Green, Derngate, Northampton
Likeman, John Ade, Henfield, Sussex, Florist. Dec 3 at 3 at office of Goodman, North st, Brighton
Livingston, Alexander, Newcastle upon Tyne, Timber Merchant. Nov 28 at 2 at office of Robson, Pilgrim st, Newcastle upon Tyne
Madle, Harry, Alexandra rd, Wood Green, no occupation. Nov 24 at 10 at office of Vant, Leadenhall st
Malkin, Samuel, Hanley, Stafford, out of business. Nov 27 at 3 at office of Salt, Market st, Tunstall
Manley, Lawrence, Guilden Sutton, Chester, Innkeeper. Nov 28 at 3 at office of Ellis, Newgate st, Chester
Mansbridge, Robert, Welbeck st, Cavendish sq, Provision Dealer. Nov 29 at 3 at office of Aird, Brabant ct, Philpot lane
Marriott, Mansfield Walter, and George Nathaniel Cott, Lambeth st, Slide Box Makers. Nov 29 at 3 at office of Smallman, Queen st, Cheapside
Marson, Joseph, Harborne, Stafford, Machinist. Nov 26 at 11 at office of Burton, Union passage, Birmingham
Mathews, George, Brockley, Kent, Grocer. Nov 27 at 3 at office of Law and Worssam, Holborn viaduct
Meaden, Charles William, Cheetham, nr Manchester, Painter. Nov 27 at 3 at office of Nuttall, John Dalton st, Manchester
Minto, George, Esh Winning, Durham, Grocer. Nov 28 at 11 at office of Oliver, Market pl, Durham
Moatt, James Marsh, Brighton rd, Surbiton, Grocer. Nov 29 at 3 at 6, Arthur st East. Wood and Wootton, Fish st hill
Moore, William, jun, Sheffield, Steel Maker. Nov 30 at 11 at Law Society, Hoole's chbrs, Bank st, Sheffield. Porrett, Sheffield
Neck, John Frederick, Cannon st, Banker. Dec 10 at 3 at office of Montagu, Bucklersbury
Organ, William, Cheltenham, Tailor. Dec 5 at 12 at office of Winterbotham and Co, Essex pl, Cheltenham
Paddock, Thomas, Caynton, Salop, Farmer. Nov 30 at 11.30 at Victoria Hotel, Newport. Liddle, Newport
Pashley, Eli, Sheffield, Bone Button Manufacturer. Nov 30 at 3 at office of Porrett, Bank st, Sheffield
Peake, Edward Copson, and Alfred Francis John Fisher, Walsall, Ironmasters. Nov 29 at 1 at Queen's Hotel, Birmingham. Duignan and Co
Pearson, Solomon, Kingswinford, Stafford, out of business. Nov 29 at 3 at office of Waldron, High st, Brierley Hill
Pitt, George, Hove, Sussex, Dairyman. Nov 29 at 3 at office of Champion, North Gate House, Pavilion, Brighton
Prince, Henry, Well st, South Hackney, Grocer. Dec 3 at 3 at office of Double, Jewin crescent, Cripplegate
Richards, Mary Elizabeth, Ventnor, I.W., Grocer. Nov 29 at 1 at Inns of Court Hotel, Holborn. Hamilton-Urry and Marsh
Richards, Tom, Abergavenny, Butcher. Nov 29 at 11 at office of Sayce and Baker, Lion st, Abergavenny
Robinson, Mary Ann, and Annie Walker, Skipton, York, Licensed Victuallers. Dec 1 at 2 at office of Robinson and Robinson, Skipton
Robinson, Thomas, Liverpool, Licensed Victualler. Dec 4 at 3 at office of Readdy Harrington st, Liverpool. Snowball and Co, Liverpool
Satchwell, James, Coventry, Carpenter. Nov 27 at 11 at office of Farish, Smithford st, Coventry
Savage, John, Hill Head, Hants, Licensed Victualler. Dec 6 at 11 at office of Paterson, Ordnance row, Portsea
Sheils, Thomas, Bootle, Butcher. Nov 28 at 2.30 at office of Quinn, Lord st, Liverpool
Smith, Daniel, Luton, Grocer. Nov 28 at 3 at Red Lion Hotel, Castle st, Luton. Ewen and Roberts, Luton
Smith, George, Birmingham, Beer Retailer. Nov 29 at 3 at office of Fallows, Cherry st, Birmingham
Stevens, Walter, Watlington, Oxford, Hay Dealer. Dec 5 at 11 at office of Bullford, Hill House, Watlington
Stone, George, Frome, Cloth Manufacturer. Nov 29 at 1 at Woolpacks Hotel, Trowbridge. Ames, Frome
Studholme, Edward, Birmingham, Carpenter. Nov 29 at 3 at office of Wright and Marshall, New st, Birmingham
Tall, Clement Le, Handsworth Woodhouse, nr Sheffield, Florist. Nov 30 at 2 at 45, Bank st, Sheffield. Broomhead and Co, Sheffield
Tanner, Clement, Hastings, Builder. Dec 4 at 11 at Guildhall Tavern, London. Langham, Hastings
Taylor, Robert John, Mexican ter, Caledonian rd, out of business. Dec 3 at 2 at office of Foster, Leadenhall bldgs, Gracechurch st
Titmus, William George, Loughborough rd, Brixton, Dairyman. Nov 27 at 3 at office of Hare, Metal Exchange bldgs, Leadenhall avenue
Turner, William, Manchester, Potato Merchant. Dec 3 at 3 at office of Boote and Edgar, Booth st, Manchester
Upton, Edward, Birmingham, Grocer. Nov 29 at 11 at office of Ansell, Waterloo st, Birmingham
Vinall, James Gaston, Tunbridge Wells, Lodging house Keeper. Nov 27 at 3 at 30, Mount Pleasant, Tunbridge Wells. Buss, Tunbridge Wells
Wadey, Jabez, Croydon, Builder. Nov 27 at 10.15 at the Cavendish, High st, Croydon. Hogan and Hughes, Martin's lane
Waghorn, George, Tunbridge Wells, Marine Store Dealer. Dec 4 at 4 at Clarence Hotel, Church rd, Tunbridge Wells. Buss, Tunbridge Wells
Ward, William Hessell, Salford, Cabinet Maker. Dec 5 at 3 at office of Hankinson, Queen's chbrs, Manchester
Warren, Edward, Loughborough, Leicester, Innkeeper. Nov 28 at 12 at office of Toone and Bartlett, Leicester rd, Loughborough
Whittam, William, Liverpool, Cowkeeper. Nov 29 at 3 at office of Quilliam and Carruthers, Elliot st, Liverpool
Williams, Joseph, Llanelly, Carmarthen, Baker. Nov 30 at 11 at office of Rees and Edwards, Thomas st, Llanelly
Wood, Benjamin, Kingswinford, Stafford, Licensed Victualler. Nov 27 at 11 at office of Chulow, High st, Brierley hill
Young, Richard, and Mark Young, Newcastle upon Tyne, Watchmakers. Nov 27 at 2 at office of Joel and Co, Newgate st, Newcastle upon Tyne

TUESDAY, Nov. 20, 1883.

Allen, Henry, King st, Cloth Fair, Oil and Colourman. Dec 8 at 1 at office of Gilliatt, Basinghall st
Allen, Henry Horrocks, Chorlton on Medlock, Lancaster, Commission Agent. Dec 10 at 3 at office of Butterworth, Booth st, Manchester
Angle, Sydney Butler, Colchester, Photographer. Dec 3 at 12 at office of Turner and Co, East hill, Colchester
Arculus, Thomas George, Birmingham, Corn Factor. Dec 6 at 12 at Colmore chbrs, Newhall st, Birmingham. King, Birmingham
Atkinson, Charles, Clay Cross, Derby, Draper. Dec 7 at 2 at Angel Hotel, Chesterfield. Gee, Chesterfield
Baxendell, Thomas, Denton, Lancaster, Cotton Spinner. Dec 3 at 11 at office of Boote and Edgar, Booth st, Manchester
Bedford, James, Gt Cambridge st, Hackney rd, General Dealer. Nov 30 at 2 at Guildhall Tavern, Gresham st. Ingle and Co, Threadneedle st
Bernhard, Alfred, Well st, Jewin st, Felt Hat Dealer. Nov 29 at 3 at office of Hanson, King st, Cheapside. Sydney, Queen st, Cheapside
Birtwell, Edward, Clayton-le-Moors, Lancaster, Joiner. Dec 3 at 3 at Peel's Arms Hotel, Whalley rd, Accrington. Whalley, Accrington
Broadhurst, Frederick, Derby, Painter. Dec 4 at 1 at Bell Hotel, Saddlergate, Derby. Clifford, Loughborough
Broadley, Paul, Burrell with Cowling, nr Bedale, York, Tailor. Dec 4 at 1 at Golden Lion Hotel, Northallerton. Jefferson, Northallerton
Brown, William Watson, Witton pk, Durham, Innkeeper. Nov 30 at 11 at office of Maw, Market pl, Bishop Auckland
Cartwright, John William, Hanley, Stafford, Watchmaker. Nov 28 at 3 at office of James, Newcastle under Lyme
Clarke, Arthur, Baston, Lincoln, Drover. Dec 4 at 3 at Angel Hotel, Bourn. Hart, Peterborough
Cotterell, George, Walsall, Stafford, Solicitor. Dec 3 at 3.30 at Queen's Hotel, Birmingham. Duignan and Co, Walsall
Craven, Thomas, Thornton, nr Bradford, York, Plasterer. Nov 30 at 11 at office of Moore, Albion chbrs, Hustlergate, Bradford
Cubbon, James, Longsight, nr Manchester, Baker. Dec 3 at 3 at office of Gardner, Cooper st, Manchester
Darrell, Daniel, Birmingham, Butcher. Dec 4 at 12 at 1, Newhall st, Birmingham. Rooke and Gateley, Birmingham
Dodd, Nathaniel, Hulme, nr Manchester, Clothworker. Dec 5 at 3 at offices of Boote and Edgar, Booth st, Manchester
Evans, John, Merthyr Tydfil, Grocer. Dec 4 at 12 at office of Vaughan, High st, Merthyr Tydfil
Farnell, Joseph Ebenezer, Dudley, Joiner. Dec 1 at 11 at office of Ward, Wolverhampton st, Dudley
Forlezer, Fywel Hyman, Leeds, Reader in the Jew Synagogue. Nov 30 at 3 at office of Blacklock, Albion st, Leeds.
Forman, Richard Henry, and Hilmar Von Schwartz, Liverpool, Cotton Brokers. Dec 4 at 2 at office of Harmood and Co, North John st, Liverpool. Stone and Co, Liverpool
Garbutt, David Parkinson, Kingston upon Hull, Shipowner. Dec 3 at 2 at Royal Station Hotel, Kingston upon Hull. Holden and Co, Hull
Gilder, John, Hewlett rd, North Bow, Watch Manufacturer. Dec 10 at 3 at Law Institution, Chancery lane. Boulton and Co, Northampton sq
Glover, Richard Alfred, Wenlock rd, City rd, Brewer. Dec 10 at 2 at office of Layton and Co, Budge row
Govier, Walter, Weston super Mare, Fish Salesman. Nov 9 at 12 at office of Chapman, Grove rd, Weston super Mare
Griffin, Herbert John, Glaskin rd, Wells st, Hackney, out of business. Dec 10 at 3 at office of Wild and Co, Ironmonger lane, Cheapside
Griffiths, Edward, Mardy, Glamorgan, Draper. Dec 4 at 12 at office of Collins, Broad st, Bristol. Morgan and Rhys, Pontypridd
Hagger, Richard, Eynesbury, Hunts, Farmer. Dec 5 at 2 at office of Fosters and Lawrence, Trinity st, Cambridge
Hand, Thomas, Wordsley, Stafford, Licensed Victualler. Dec 1 at 11 at office of Homfray and Holberton, High st, Brierley hill
Harris, Solomon Meyer, Newcastle, Art Dealer. Nov 28 at 2 at office of Chapman, Pancras lane, Queen Victoria st
Hart, Solomon, Kingston on Hull, Brickmaker. Dec 3 at 3 at Law Society, Kingston on Hull. Martinson, Hull
Hayes, John Stainton, Middleton ter, Hornsey Rise, Provision Dealer. Nov 29 at 3 at office of Godfrey, West Smithfield
Heath, Thomas Ebenezer, Penketh, Lancaster, Plumber. Dec 4 at 3 at office of Ashton and Woods, Horsemarket st, Warrington
Hepworth, William, and Thomas Watson Westerman, Soothill, nr Dewsbury, York, Waste Openers. Dec 5 at 11 at office of Carter, Borough bldgs, Bond st, Dewsbury. Learoyd and Co, Huddersfield
Hudson, Henry, Pennsenpool, Merioneth, Licensed Victualler. Dec 5 at 12 at office of Corser, Swan hill, Shrewsbury
Jacques, William, Newcastle on Tyne, Chemist. Dec 4 at 3 at Grainger st West, Newcastle on Tyne. Richardson, Newcastle on Tyne
Jones, Edwin, Tarvin, Chester, Publican. Dec 7 at 11 at office of Brassey, Eastgate row North, Chester
Jones, Henry, Greyhound rd, Fulham, Provision Merchant. Nov 27 at 3 at Inns of Court Hotel, Holborn. Harrison, Richmond gardens, Shepherd's Bush
Joshua, Thomas, Carmarthen, Grocer. Dec 4 at 3 at Guildhall Hotel, Broad st, Bristol. Morris, Carmarthen
Keey, William Henry, Watchmaker. Dec 5 at 3 at office of Brown, Corn st, Bristol
Kelly, Peter, Stoke Prior, Worcester, Farmer. Dec 3 at 11 at office of Scott and Horton, New rd, Bromsgrove
Kelsey, Dudley, Kingston upon Hull, Corn Merchant. Dec 3 at 11 at office of Carlill and Crawshaw, Parliament st, Kingston upon Hull
Kirkman, Robert, Somersal, York, Police Constable. Nov 30 at 3 at office of Mitcheson, Union st, Heckmondwike
Lane, Frederick James, Bristol, Wine Merchant. Nov 28 at 12.30 at office of Collins, Broad st, Bristol. Beckingham, Bristol
Lewin, George Frederick, Essex rd, Islington, Boot Dealer. Nov 29 at 1 at Guildhall Tavern. Rushton, New inn, Strand
Lewis, John Philip, Pontardulais, Glamorgan, Grocer. Nov 30 at 3.30 at office of Woodward, Wind st, Swansea
Lowenstein, Ludolph, Birmingham, Manufacturing Jeweller. Dec 10 at 3 at office of Rowlands and Co, Colmore row, Birmingham
Lower, George Marsden, Avenue rd, Clapham, Builder. Dec 8 at 12 at office of Bridgford, Lincoln's inn fields
Marriott, Henry Peter, and John Purvis Hawtrey, New Broad st, Merchants. Dec 4 at 3 at office of Paines and Co, Gresham House
Marshall, Matilda, Sunderland, Milliner. Dec 10 at 12 at office of Lawson, Villiers st, Sunderland

McMahon, John, South Shields, Outfitter. Nov 30 at 3 at office of Newlands, King st, South Shields
Menke, Ernest, Eden st, Hampstead rd, Cabinet Furnisher. Nov 28 at 1 at office of Tripp, Catherine st, Strand
Mills, Henry Samuel, Dorchester, Fish Dealer. Dec 6 at 2 at Royal Oak Inn, Dorchester. Weston, Dorchester
Mole, Nicholas, Rothbury, Northumberland, Innkeeper. Dec 4 at 11 at office of Webb, Newgate st, Morpeth
Montgomery, James Walker, Whitehaven, Chemist. Dec 5 at 2.30 at 10, Irish st, Whitehaven. Paitson
Norton, Thomas Raby, Shereford, Norfolk, Farmer. Dec 1 at 10 at office of Winter and Francis, St Giles st, Norwich
Ollerton, Richard, Lathom, Lancaster, Farmer. Dec 3 at 11 at office of Peace and Ellis, Arcade bldgs, Wigan
Owen, John, jun, Power rd, Clapton, out of employment. Dec 12 at 2 at office of Tiddeman, Finsbury sq
Plater, George Washington, New Clee, Lincolnshire, Fish Merchant. Dec 4 at 1 at 78, Cleethorpe rd, Grimsby. Cattlin, Wormwood st
Rice, William Henry, Northampton, Shoe Manufacturer. Dec 4 at 3 at office of Andrew, Market sq, Northampton
Robinson, George, Chesterfield, Veterinary Surgeon. Nov 30 at 3 at Committee room, Market hall chbrs, Chesterfield. Cutts
Rose, George, Exeter, Watchmaker. Dec 3 at 1 at office of Fryer, Gandy st, Exeter
Rowe, Hubert, Brick lane, Whitechapel, Ink Manufacturer. Dec 3 at 11 at office of Bell, Bishopsgate st Without
Schonewald, Louis, and Louis Marks, Silk st, Cripplegate, Picture Dealers. Nov 30 at 2 at 83, Gresham st. Cattlin, Wormwood st, Old Broad st
Seabright, John, Walsall, Stafford, Builder. Nov 30 at 10 at office of Wilkinson and Co, Bridge st, Walsall
Sessions, Robert Weston, Bristol, Commercial Traveller. Dec 6 at 12 at office of Hudson and Co, Exchange, Bristol
Snowball, Barnabas Mountain, Kingston upon Hull, Tea Dealer. Dec 3 at 3 at office of Stead and Sibree, Bishop lane, Kingston upon Hull
Standring, Johnson, Birtle-cum-Bamford, Lancaster, out of business. Dec 3 at 3 at office of Banks, York st, Heywood
Such, Rowland, Liverpool, Boot Manufacturer. Dec 6 at 3 at office of Roose and Co, North John st, Liverpool. Jones and Pride, Liverpool
Sudbury, James, Norwich, Horse Dealer. Dec 1 at 12 at office of Emerson, Rampant Horse st, Norwich
Sutton, George, Bristol, Grocer. Nov 30 at 12 at office of Collins, Broad st, Bristol. Beckingham, Bristol
Swale, John, jun, Easterington, York, Grocer. Dec 6 at 2 at Queen's Hotel, Boar lane, Leeds. Martinson, Hull
Thomas, Edward, Kinderley, Salop, Farmer. Dec 1 at 11 at office of Harley and Co, Swan hill, Shrewsbury
Tombs, George, Evesham, Worcester. Dec 4 at 11 at office of New and Co, Mill st, Evesham
Turton, Timothy, Nottingham, out of business. Dec 3 at 3 at office of Parsons, Eldon chbrs, Wheeler Gate, Nottingham
Tustin, Thomas, Birmingham, Grocer. Nov 28 at 3 at office of Parry, Colmore row, Birmingham
Varley, Joseph, Leeds, Fruit Salesman. Dec 4 at 1 at office of Rooke and Midgley, White Horse st, Leeds
Visetelly, Henry Richard, Catherine st, Strand, Publisher. Dec 3 at 3 at Inns of Court Hotel, High Holborn. Levy, Surrey st, Strand
Warburton, William, Radcliffe, Lancaster, Moulder. Dec 11 at 3 at office of Horsefield, Church st, Radcliffe
Whipp, James, and Walter Whipp, Shaw, Lancaster, Lime Merchants. Dec 3 at 3 at office of Standring and Taylor, King st, Rochdale
White, James Thomas, Midhurst, Sussex, Tailor. Dec 5 at 2 at office of Edmonds and Co, Cheapside. Albery and Lucas, Midhurst
Wightman, John, Dudley, Worcester, Agent. Dec 1 at 11 at office of Davies, Union st, Dudley
Wilde, William, Hooley hill, nr Manchester, Hatmaker. Dec 4 at 3 at King's Arms Hotel, Spring gardens, Manchester. Clayton and Wilson, Ashton under Lyne
Wilkinson, John, Benjamin Wilkinson, Frederick Wilkinson, and Albert Wilkinson, Sheffield, Metal Manufacturers. Dec 3 at 12 at office of Auty, Queen st, Sheffield

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